



RFQ for "Always on Internet"



NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

NAGALAND RO, DIMAPUR

"Request for Quotations" (RFQ)

For

Providing 20 Mbps (1:1) Internet Leased Line Optical Fibre Connectivity as "Always on Internet (AoI)" facility, in the Nagaland Regional office of NABARD at 4th Floor, NSCB Building, Circular Road, Khermahal, Nagaland- 797112

Due Date for submission: 15:00 Hrs on 05 May 2021

National Bank for Agriculture and Rural Development (NABARD) invites sealed offers from established Service Providers for providing Dedicated 20 Mbps (1:1) Optical Fibre leased line Internet connectivity link on Ethernet and supply of required devices like Router, Modem and other Internet devices necessary for enabling the service on managed service basis at NABARD's Nagaland Regional Office Building at 4th Floor, NSCB Building, Circular Road, Khermahal, Nagaland- 797112.



Table of Contents

Introduction	4
General Terms and Conditions:	4
1.0 Mode of submission of 'Request for Proposal (RFP)'	4
1.1 Opening of 'Proposal'	4
2.0 Scope of work:	4
3.0 Eligibility Criteria	5
4.0 Submission of Offer:	5
5.0 Offer Validity Period	6
6.0 Signatory	7
7.0 Warranty Period:	7
8.0 Import Obligations:	7
9.0 Uptime Efficiency	7
10.0 Terms of Payment:	8
11.0 Timely completion & Liquidated Damages:	9
12.0 Agreement:	9
13.0 Confidentiality	9
14.0 Settlement of disputes by Arbitration:	9
15.0 Acceptance Test:	9
16.0 Performance Guarantee	9
17.0 Technical support / guidance	10
18.0 Indemnity Bond:	10
19.0 Other Terms:	10
Annexure - A : Documents to be submitted along-with the Offer	12
Annexure - B : Vendor Details	13
Annexure - C : Commercial Sheet	15
Annexure - D : Compliance Sheet	16
Annexure - E : Acceptance of Terms and Conditions	17
Annexure – F : Performance Bank Guarantee	18
Annexure – G : Letter of Indemnity	21
Annexure – H : Check List	23



RFQ for "Always on Internet"

RFP Reference	NABARD: DIT:
Last Date and Time for receipts of Proposals	15:00 hrs on 05 May 2021
Address of Communication	NABARD Nagaland RO, 4 th Floor, NSCB Building, Circular Road, Khermahal, Nagaland- 797112
Email address	dimapur@nabard.org
Contact Telephone Numbers	Phone: 03862-234063/235600/235601 Fax: 03862-227040
Bids may be handed over at	Tender Box placed at NABARD Nagaland RO, 4 th Floor, NSCB Building, Circular Road, Khermahal, Nagaland- 797112



Introduction:

National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "NABARD") having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai 400051 and Nagaland Regional Offices (RO) at NABARD Nagaland RO, 4th Floor, NSCB Building, Circular Road, Kharmahal, Dimapur, Nagaland- 797112. NABARD intends to invite proposals from eligible service providers for providing Dedicated 20 Mbps (1:1) Leased Line Internet Optical Fibre connectivity link on Ethernet and supply of required devices like Router, Modem and other network devices necessary for enabling the service on managed service basis.

General Terms and Conditions:

1.0 Mode of submission of 'Request for Proposal (RFP)'

- a) The sealed 'Proposal' shall be addressed to the General Manager/OIC, National Bank for Agriculture and Rural Development, Nagaland RO, 4th Floor, NSCB Building, Circular Road, Kharmahal, Dimapur, Nagaland- 797112. The sealed envelope should be super scribed "Proposal for 'Always On Internet' (AoI) Facility at NABARD, Nagaland RO" so as to reach us not later than 15:00 hrs on 05 May 2021.
- b) No 'Proposal' will be received after due date and time as stipulated above under any circumstances, whatsoever.
- c) Each page of the RFP document must be signed with proper seal of the Company and is required to be submitted along with your quotation as a proof of having read and understood the terms and conditions of the RFP.
- d) The sealed envelope shall contain the following:
 - i. Duly filled-in RFP document
 - ii. Vendor's letter giving technical clarifications, if any.
 - iii. Documents listed in the Annexure (A - H)
 - iv. Any other information called for in the 'Request for Proposal' documents of which the Vendor would like to submit along with his 'Request for Proposal'.

1.1 Opening of 'Proposal'

The proposals will be opened at 15:00 hrs on 06 May 2021 in the presence of Vendors or their representatives should they choose to remain present.

2.0 Scope of work:

Supply, installation, testing and commissioning of dedicated 20 Mbps (1:1) Optical



Fibre leased line Internet connectivity link on Ethernet with Router, Modem and other network devices necessary for enabling the service (capable of increasing the bandwidth to 32 mbps) to be supplied.

Uptime Guarantee with Service Level Agreement (SLA) not less than 99% Month on Month Basis with a penalty for downtime as per clause 9.0.

Last mile connectivity should be provided within the premises of NABARD's office.

Provide minimum 08 Static Internet Protocol (IP) addresses for setting up Public Servers and Portals within the office.

3.0 Eligibility Criteria:

Offers are invited only from those vendors who fulfil following eligibility criteria.

3.1 The Vendor should have a turnover of more than Rs.1 Crore in the Internet Bandwidth Services Business for every year for the last 3 years ending 31 March 2021. (copies of Audited balance sheets should be submitted)

3.2 The Vendor should have provided Internet band width of dedicated 20 Mbps or more (for sharing by more than 25 users) with managed services at least at 3 locations in North East region preferably BFSI sector.

3.3 A statement containing the details of such implementations like Name of the firm, brief scope/description of the project, approximate no. of users using this service, size of the bandwidth, duration in months, approximate cost of the project, client details (including the name and details of contact person) should be submitted. Photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify /evaluate the claims made by the Vendor independently.

3.4 The Vendor should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the letter head of the Vendor should be submitted. Non-compliance of any of the criteria will entail rejection of the order.

4.0 Submission of Offer:

4.1 The Offer should give all relevant price information and quote prices only in Indian Rupees. The Offer should be submitted as per Annexure- C in an organized and structured manner. No brochures / leaflets, etc. should be submitted in loose form.

4.2 The offer should comprise of the following.

- i. Annexure A: Documents to be submitted along with the offer.
- ii. Annexure B: Vendor Details
- iii. Annexure C: Commercial Sheet



- iv. Annexure D: Compliance Sheet
- v. Annexure E: Acceptance of Terms and Conditions
- vi. Annexure H: Check List
- vii. A copy of RFP document with the signature of authorised signatory on all pages shall be submitted along with the proposal.
 - a. Photocopies of all relevant documents / certificates as proof shall be submitted in support of various information as stated in the aforesaid Annexures. The documents should be indexed properly for easy reference.
 - b. The Vendor must use only the formats prescribed in RFP to fill in the Proposal.
 - c. The 'Proposal' must be filled in English and the amounts should be both in figures and words. If any of the documents is missing or unsigned, the 'Proposal' will be considered invalid and rejected by the Bank in its discretion.
 - d. All erasures and alterations made while filling the 'Proposal' 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 'Proposal' invalid at the Bank's discretion. No advice of any change in rate or conditions after the opening of the 'Proposal' will be entertained.
 - e. The offers must reach our office on or before 15:00 hrs on 05 May 2021.

4.3 Earnest Money Deposit (EMD)

The Vendor/Bidder shall furnish an EMD for Rs. 6,000/- (Rupees Six Thousand Only). The EMD amount shall be directly credited to NABARD current account [Account Name – NABARD, A/c No. 378010200006095, IFSC - UTIB0000378 and Bank Name- Axis Bank Ltd (with intimation to dimapur@nabard.org). Counterfoil/receipt/transaction detail for the same has to be enclosed with the tender. Tenders without the requisite amount of EMD, in the proper form will be rejected.

The EMD of unsuccessful Vendors/Bidders shall be returned within four weeks, of the successful completion of the Bid Process. No interest is payable on such amount. The EMD of successful Vendor/Bidder will be returned only after submission of performance bank guarantee. The EMD shall be forfeited if a Vendor/Bidder withdraws his offer during the period of validity of the bid. NABARD's decision in the above cases will be final.

5.0 Offer Validity Period

The offer should remain valid for a minimum period of 90 days from the last date of submission of the proposal. NABARD reserves the right to ask the vendors for extension of offer validity in case if it is needed.



6.0 Signatory:

Each page of the 'Proposal' document should be signed by the authorized person or persons submitting the 'Proposal' in token of Vendor having acquainted himself with the General Conditions of Contract, Specifications, etc., as laid down.

7.0

(a) 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 two years. Vendor should be able to trouble shoot the problems, if any, developed in the connection / AOI setup.

(b)Comprehensive AMC: The Vendor to provide Comprehensive AMC after the expiry of Warranty period. Rates of the AMC for the next 3 years to be quoted.

8.0 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 license quota and should not look to the Bank for any assistance whatsoever for their procurement.

9.0 Uptime Efficiency:

9.1 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

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

$$E = \{ ((24 * N) - D) / (24*N) \} * 100$$

9.2 AoI service / facility will be considered down if Internet access is not available at the last mile / central distribution point/ network room at NABARD due to disruption of ISP service. In case the monthly uptime efficiency falls below 99%, penalty will be imposed on the Vendor as under:

Sr. no.	Downtime (%) monthly	Penalty in % on bill raised (monthly)
1	> = 95% to < 99%	5%
2	> = 90% to < 95%	10%
3	> = 85% to < 90%	15%
4	> = 80% to < 85%	20%



5	> = 70 % to < 80%	30%
6	> = 60% to < 70%	40%
7*	< 60%	100%
* 2 or more instances in a year, NABARD may invoke the Performance Bank Guarantee clause and may unilaterally terminate the agreement		

Packet losses: Less than 1% (Average over 1000 ping) at any given point of time to any part of Country/ ISP Internet gateway.

Latency: Less than 100ms from the NABARD's office to ISP's tier 1 peering point. Latency will be randomly checked. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection till the time is restored.

9.3 The vendor should resolve any technical problem within 24 hrs. A Self certified letter to that effect should be submitted along with the proposal.

10.0 Terms of Payment:

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

Payment to vendor

- a. The annual service payment for AoI Solution (including one-time setup, installation, registration for the dedicated leased line connectivity, bandwidth charges, circuit connectivity charges etc.) will be made on quarterly basis after the utilization of the service on the basis of the invoice raised by the vendor.
- b. All payments will be made in electronic form.
- c. First and final payment will be made only after submission of performance bank guarantee and Indemnity Bond and after successful Supply, Installation, Testing and Commissioning (SITC) of the ILL to the satisfaction of the bank.

11.0 Timely completion & Liquidated Damages:

The entire work related to commissioning of the AoI shall be completed within 6 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.

12.0 Agreement:

The successful Vendor shall execute a Service Level agreement with the Bank on mutually agreed terms in line with the terms and conditions mentioned in the RFP. However, the clause 9.0 of this document regarding uptime efficiency will form part



of service level agreement without any change. 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.

13.0 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.

14.0 Settlement of disputes by Arbitration:

The Vendor/Vendor and NABARD shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement, or in respect of any defined legal relationship associated therewith or derived there-from. If any dispute arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived there-from, which cannot be mutually settled within 30 days from the date of receipt of the notice, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996 to a sole arbitrator. The Authority to appoint the sole arbitrator shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996. The language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be at Dimapur or Guwahati.

15.0 Acceptance Test:

15.1 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 at least 25+ nodes)
- Measurement of bandwidth: Actual available bandwidth (in/out) during this time shall be measured several times through the monitoring tool provided by the vendor.

15.2 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.

16.0 Performance Guarantee:

The successful Vendor/Bidder guarantee that he shall repair or replace free of cost,



equipment, machinery, its parts and components found defective on account of bad workmanship or defective materials or inferior manufacture as mentioned in the warranty and guarantee clauses. The successful Vendor/Bidder should provide a performance bank guarantee for a period of two years for an amount equivalent to 10% of the annual charge fixed for first year from a Scheduled Commercial Bank in the format specified by NABARD within 30 days from the date of Work Contract. The Proforma for Performance Bank Guarantee is attached as Annexure F. In case, the Vendor/Bidder does not perform under the contract to the full satisfaction of NABARD, it reserves the right to reject the items / services rendered under the contract in its entirety or partially, as the case may be, during the evaluation period and Vendor/Bidder shall be liable to refund the full or proportionate amount, if already paid for the said items / services etc. In this regard the decision of NABARD shall be final. The guarantee will be valid for a period of two years from the date of completion of acceptance test.

17.0 Technical support / guidance:

Vendor shall provide end to end technical support and guidance for proper administration of AOI facility.

18.0 Indemnity Bond:

18.1 The Vendor shall indemnify the Bank against all claims in respect of patent rights, design, trademarks 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.

18.2 The successful vendor shall submit the Indemnity Bond as per the format given in Annexure G within 30 days from the date of award of the work contract.

19.0 Other Terms:

19.1 If any conditions are stipulated, at the time of submission of the proposals it will be liable to be summarily rejected.

19.2 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 RFP. 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.



RFQ for "Always on Internet"

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

Place:

Signature of Vendor Date:

Name:

Designation:

Seal of the Company/firm:



Annexure - A: Documents to be submitted along-with the Offer

Following documents are to be enclosed, in the same order, while submitting the offer in response to the RFP

Sr. No.	Particulars (Ensure whether the following have been enclosed)	YES	NO	Page No. of your Response
1.	Self-certified letter of unconditional acceptance of all Terms & Conditions			
2.	Documentary proof relates to being in Leased Line Internet Bandwidth Services at least for a period of last 3 years.			
3.	Documentary evidence of satisfactory completion of Project. (With detail like name of institutions, contact person, Telephone No) and the locations where the similar Leased Line Internet Bandwidth Services are provided for the last 3 Yrs.			
4.	Self-certified letter that any technical problem will be attended to within 24 hrs. of call reported.			
5.	Audited copies of the financial statements of last 3 years. i.e. for 2018-19, 2019-20 & 2020-21			
6.	Details of Technical Solution Proposal for Leased Line Internet Bandwidth service			



Annexure - B: Vendor Details

Particulars to be provided by the vendor with technical Proposal –

Sr.No	Particulars	Details to be furnished by the vendor	Page No. of your Response to indicated
1.	Name of the Vendor		
2.	Year of establishment and constitution. Certified copy of "Partnership Deed" or "Certificate of Incorporation / commencement of business", Memorandum of Association.		
3.	Association should be submitted as the case may be.		
4.	Location of Registered office /Corporate office and address		
5.	Mailing address of the vendor		
6.	Names and designations of the persons authorized to make commitments to the Bank.		
7.	Telephone and fax numbers of contact persons		
8.	E-mail addresses of contact persons		
9.	Details of: Description of business and business background Service Profile & client profile Domestic & Int'l presence Alliance and joint ventures		
10.	Total Annual Turnover of the vendor (not of the group) Year 2018-19 Year 2019-20 Year 2020-21 (Copy of audited financial statements for above years to be submitted)	Figures to be Indicated from the Financial Statements	



11.	Net Profit of the vendor (not of the group) Year 2018-19 Year 2019-20 Year 2020-21 (Copy of audited financial statements for above years to be submitted)	Figures to be Indicated from the Financial Statements	
12.	KYC documents to be furnished, as may be required.		

Declaration:

- i. We confirm that we will abide by all the terms and conditions contained in the proposal.
- ii. We hereby unconditionally accept that the Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the proposal, in short listing of vendors.
- iii. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the Proposal and disqualify us from the selection process.
- iv. We confirm that this response, for the purpose of short-listing, is valid for a period of three months from the last date of submission of the proposals.
- v. We confirm that we have noted the contents of the proposal and have ensured that there is no deviation in filing our response to the proposal and that the Bank will have the right to disqualify us in case of any such deviations.

Place:

Date:

Seal & Signature of the vendor

**Annexure - C: Commercial Sheet****Commercial Sheet for 20 Mbps (1:1) Optical Fibre dedicated Leased Line Internet Bandwidth**

Please indicate the service charges for "Always on Internet" in the following table:

Sr.No	AoI Solution	Cost of AoI Solution (Rs.) (Inclusive of all taxes)	Remarks
1	First Year		
2	Second Year		
3	Comprehensive AMC for the 3 rd , 4 th and 5 th year		
	Total		

(All rates to be quoted inclusive of all taxes)

Total Rupees (in words) _____

NB:

- (i) The cost indicated should include Setup charges (Supply, Installation and maintenance of Modems, Routers and other network equipment), Local Loop / Last Mile Charges, Internet Bandwidth Charges and all other charges. All these charges should be included as part of the annual charges and it should not be mentioned separately.
- (ii) The rates quoted should be inclusive of all the prevalent taxes, duties etc.
- (iii) All equipment are to be provided and managed by the service provider as managed service throughout the contract period.
- (iv) Equipment supplied should be capable to deliver at least 32 mbps bandwidth without any enhancement. A declaration to this effect should be provided.
- (v) The commercials will be evaluated on the basis of total cost quoted for the AoI solution for two years.

Place:

Date:

Seal & Signature of the vendor



Annexure - D: Compliance Sheet

Compliance Certificate (On companies' letter Head) To
Date:

To
General Manager/OIC,
NABARD Nagaland RO,
4th Floor, NSCB Building, Circular Road, Khermahal,
Dimapur, Nagaland- 797112

Dear Sir,

Ref: -

- a. Having examined the Request for Proposal (RFP) including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the end to end services in conformity with the said RFP and in accordance with our Proposal and the schedule of prices indicated in the Price Bid and made part of this bid.
- b. If our Bid is accepted, we undertake to implement the solution within the scheduled time lines.
- c. We confirm that this offer is valid for three months from the last date for submission of the proposals.
- d. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
- e. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
- f. We have not been barred/black-listed by any regulatory / statutory authority and we have the required approval to be appointed as a service provider to provide the services to Bank.
- g. We shall observe confidentiality of all the information passed on to us in course of this process and shall not use the information for any other purpose than the current.

Seal & Signature of the vendor Phone No.:

Fax :

E-mail :

Place :

Date :



Annexure - E: Acceptance of Terms and Conditions

(Letter on the vendor's letterhead)

To
General Manager/OIC,
NABARD Nagaland RO,
4th Floor, NSCB Building, Circular Road, Khermahal,
Dimapur, Nagaland- 797112

Dear Sir,

Sub: Proposal for "Providing Dedicated 20 Mbps (1:1) Optical Fibre leased line Internet connectivity link on Ethernet and supply of required devices like Router, Modem and other network devices necessary for enabling the service on managed service basis".

With reference to the above proposal, having examined and understood the instructions, terms and conditions forming part of the proposal, we hereby enclose our offer for providing Dedicated 20 Mbps (1:1) Optical Fibre leased line Internet connectivity link on Ethernet and supply of required devices like Router, Modem and other network devices necessary for enabling the service on managed service basis.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the proposal and all required information as per Annexure.

We also confirm that the offer shall remain valid for 90 days from the last date of submission of the proposals.

We understand that NABARD is not bound to accept the offer either in part or in full and that NABARD has right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

Authorised Signatory
(Name & Designation, seal of the firm)
Date:



Annexure – F: Performance Bank Guarantee

(NB: To be submitted by the successful vendor after award of the work contract)

To
The General Manager/OIC,
NABARD Nagaland RO,
4th Floor, NSCB Building,
Circular Road, Khermahal, Dimapur,
Nagaland- 797112

In consideration of NABARD Nagaland RO having Office at 4th Floor, NSCB Building, Circular Road, Khermahal, Dimapur, Nagaland- 797112, hereinafter referred to as "Purchaser" is desirous of Providing 20 Mbps (1:1) Optical Fibre Internet Leased Line Connectivity as "Always on Internet (AoI)" facility, in the Nagaland Regional office of NABARD at 4th Floor, NSCB Building, Circular Road, Khermahal, Dimapur, Nagaland- 797112, (hereinafter referred to as "Goods") from M/s _____ (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/purchase order No _____ dt _____ (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the computer hardware, Internet solution and associated components as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, providing Internet solution, along with associated components as per the terms and conditions of the said contract;

1. We, ----- (Bank) (hereinafter called "Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to any money or moneys not exceeding a total sum of ----- (Rupees _____ only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of computer hardware, Internet solution and associated components to perform as per the said contract, and also failure of the contractor to maintain the computer hardware, Internet solution and associated components as per the terms and conditions of the said contract.
2. Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware and / or Internet solution and / or associated components have failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the computer hardware, Internet solution and associated components as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled



to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. This Guarantee shall expire on _____; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. _____ (end of two-year period).
4. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.
5. In order to give full effect to the Guarantee herein contained purchaser shall be entitled to act as if the Bank is the purchaser's principal debtors in respect of all the purchaser claims against the contractor hereby Guaranteed by the Bank as aforesaid and the Bank hereby expressly waive all its rights of surety and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.
6. The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.
7. The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
8. This guarantee and the powers and provisions herein contained are in addition



to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9. Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to the Bank's local address as mentioned in this guarantee.
10. Notwithstanding anything contained herein:-The Bank's liability under this Bank Guarantee shall not exceed -----
(Rupees only);
 - a. This Bank Guarantee shall be valid up to ----- and
 - b. The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serve upon the Bank a written claim or demand on or before ----- (date of expiry of two year period).
11. The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.
Date this day of at

For and on behalf of ----- Bank.



Annexure – G: Letter of Indemnity (Submitted in Rs.100 non-judicial Stamp Paper)
(NB: To be submitted by the successful vendor after award of the work contract)

The General Manager/OIC,
NABARD Nagaland RO,
4th Floor, NSCB Building,
Circular Road, Khermahal, Dimapur,
Nagaland- 797112

Dear Sir

“Always on Internet Solution” - Leased Line Internet Facility as Managed Service and Support therefor

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to install, test and commission dedicated 20 mbps(1:1) Optical Fibre leased line Internet facility for the Bank as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as 'AoI', subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the _____ Limited hereby declare and certify that we are the rightful owners/ licensees of the said solution and other hardware equipment offered for NABARD on managed service basis and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said _____ Limited hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said solution provided by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorised persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____ Limited hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by



RFQ for "Always on Internet"

our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, subcontractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

SCHEDULE

(Please indicate all the software and hardware supplied as part of AoI Solution)

Yours faithfully

(Name and Designation) of Authorised Official



Annexure – H: Check List

Providing solution for 'Always on Internet' facility at NABARD Nagaland RO, Dimapur

Sr.No.	Parameters	Vendor's Acceptance (Yes/No)	Remarks(if No)
1.	Vendor Profile		
2.	Year of Establishment		
3.	Turnover: 2018-19		
	2019-20		
	2020-21		
6.	Profit: 2018-19		
	2019-20		
	2020-21		
7.	Clients: (1)		
	(2)		
	(3)		
8.	Acceptance of Terms & Conditions		
9.	Submission of signed copy of the RFP		
10.	Proof of Service for past 3 years		
11.	Offer Validity		
12.	Managed Service for complete Solution		
13.	Submit a declaration on letter for providing Public IP Addresses (16 nos.)		
14.	Uptime Efficiency (indicate in %)		
15.	Delivery Time (Completion Period)(indicate in weeks)		
16.	Compliance Sheet as per the given proforma		



RFQ for "Always on Internet"

17.	Acceptance of Terms of Payment		
18.	Acceptance of Liquidated Damages		
19.	Submission of all Annexure as indicated in the proposal (A-H)		
20.	Declaration on a letter regarding the capability of equipment to support 32 mbps connectivity		
21.	Deviations		

Place:
Name :
Designation :

Signature of Vendor Date:

(Seal of the Company/firm)