

RFP: Implementation of Managed IP MPLS VPN Services

RFP Reference no:- NHB/ITD/RFP-MPLS / OUT03341/2020

Request for Proposal (RFP)-

**Implementation of Managed MPLS
VPN Services at all locations/offices of
NHB**

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RFP: Implementation of Managed IP MPLS VPN Services

GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HO	Head Office, Delhi
RRO	Regional Representative Office
PSU	Public Sector Undertaking
PSB	Public Sector Bank
VC	Video Conference
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
OEM	Original Equipment Manufacturer
ERV	USD-INR exchange rate variation
ORS	Online Reporting Solution
SLA	Service Level Agreement
DC	Data Center
DR	Disaster Recovery
Service	Herein after referred as "bidder" or "service provider" or vice versa
PoP	Point of Presence (The first/primary Point of Presence of the MPLS network of the Service Provider)
CPE	Customer Premises Equipment
CoS	Class of Service
NOC	Network Operating Center
EMD	Earnest Money Deposit
OEM	Original Equipment Manufacturer
MPLS	Multi-Protocol Label Switching
VPN	Virtual Private Network
BUSINESS	Class of Service for Data
PRT	Premium Real Time Class of Service for Data, Voice and Video
NI	Network Integrator [Selected Bidder]
IPv6	Internet Protocol Version 6 (as defined by IETF RFC 2460)
ACL	Access Control List
OFC	Optical Fiber Cable
ISM slots	Integrated service module slots
19XX series	Routers with series 1905/1921/1941 or above, as applicable for our requirement at different centers.
SP	Service Provider
EVDO	Enhanced Voice-Data Optimised

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LC	Large Corporate (LC) : An organization having an average annual turnover of Rs. 1000 Crore or above during last three years with a minimum of 1000 employees on its payroll and having atleast 25 offices(including offices at all metro cities & state capitals) across India, will be considered as Large Corporate(LC) for this RFP.
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Interpretation: *the terms RFP, Tender, Bid have been used interchangeably and it shall be treated as one and the same for the purpose of this RFP document. All clarifications, amendments, modifications, supplemental RFP that may be issued in relation to this RFP shall be treated as part and parcel of the RFP and shall together constitute the RFP document.*

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1. IMPORTANT BID DETAILS		
1.	Date of commencement of sale/download of Bidding/ Tender/RFP Documents	26/05/2020
2.	Pre-Bid meeting with Bidders (Date and Time)	05/06/2020 1500 Hrs
3.	Last date and time for sale/download of Bidding Documents	17/06/2020 1700 Hrs
4.	Last date and time for receipt of Bidding Documents	17/06/2020 , 1800 Hrs
5.	Date and Time of Technical Bid Opening	18/06/2020 1200 Hrs or as informed by Bank
6.	Earnest Money Deposit Amount	2,00,000/- (Two Lakh only)
7.	Place of opening of Bids	National Housing Bank, Information Technology Department Head Office Core 5-A, 3 rd Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003

Note: -

- Technical Bids will be opened in the presence of Bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be provided through e-mail from designated contact personnel only or publishing on NHB's website. Further, please note that Commercial Bid opening Date, Time & Venue will be intimated to the technically qualified Bidders at a later date.
- All data/information, submitted vide documentary proofs/company records along this RFP, must be reported & will be treated as on date of publication of this RFP.

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2. National Housing Bank

National Housing Bank (NHB), was established under National Housing Bank Act, 1987 (“the Act”) to achieve, inter alia, the following objectives:

- a. NHB has been established to achieve, inter alia, the following objectives –
 - To promote a sound, healthy, viable and cost effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
 - To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
 - To augment resources for the sector and channelize them for housing.
 - To make housing credit more affordable.
 - To encourage augmentation of supply of buildable land for housing and to upgrade the housing stock in the country.
 - To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.
- b. The head office of NHB is located in New Delhi and a regional office located at Mumbai. It has representative offices located at Hyderabad, Bengaluru, Kolkata and Ahmedabad.

3. Purpose:

National Housing Bank (hereinafter referred to as the Bank) with Head Office at New Delhi is interested to engage reputed Bidders for providing COMPLETE MANAGED CPE TO CPE, IP MPLS VPN Services at all locations/offices

The purpose of RFP is to short list a Service Provider for providing complete managed [CPE to CPE], IP MPLS VPN connecting all locations/offices of the Bank.

- The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with NHB. Neither NHB nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither NHB nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

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- Subject to any law to the contrary, and to the maximum extent permitted by law, NHB and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NHB or any of its officers, employees, contractors, agents, or advisers.

4. Present Setup

NHB has centralized setup with **Data Center [DC] at New Delhi** and **Disaster Recovery [DR] Site at Mumbai**. All applications are hosted at Data Centre, New Delhi and are accessed by all offices/locations over MPLS VPN WAN/Internet. NHB at present has MPLS connectivity between Delhi, Mumbai & Other offices as under:

A. Wide Area Network (MPLS)

Presently NHB has MPLS VPN connectivity between New Delhi, Mumbai & other offices as under. MPLS VPN services are in managed mode.

S.no	Location	Bandwidth
1	New Delhi	32 Mbps
2	Mumbai	8 Mbps
3	Ahmedabad	1 Mbps
4	Bangalore	1 Mbps
5	Kolkata	1 Mbps
6	Hyderabad	1 Mbps

B. Local Area Network

At New Delhi and Mumbai offices the LAN is based on Layer 3 and Layer 2 switches. The switches used at the locations are managed. All switches are property of NHB and are under Warranty/AMC with respective vendors.

- At Delhi and Mumbai Bank has deployed Cisco series switches
- At Delhi and Mumbai Bank has installed Cisco ASA Firewalls.
- Other offices are connected to Head office over MPLS. The offices access Bank's hosted IT services over MPLS VPN. MPLS VPN network as well as the premises

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MPLS VPN equipment is managed by present MPLS VPN connectivity provider.

- Refer 3.D.2 for broad list of network inventory.

C. Applications / Internet / Intranet etc.

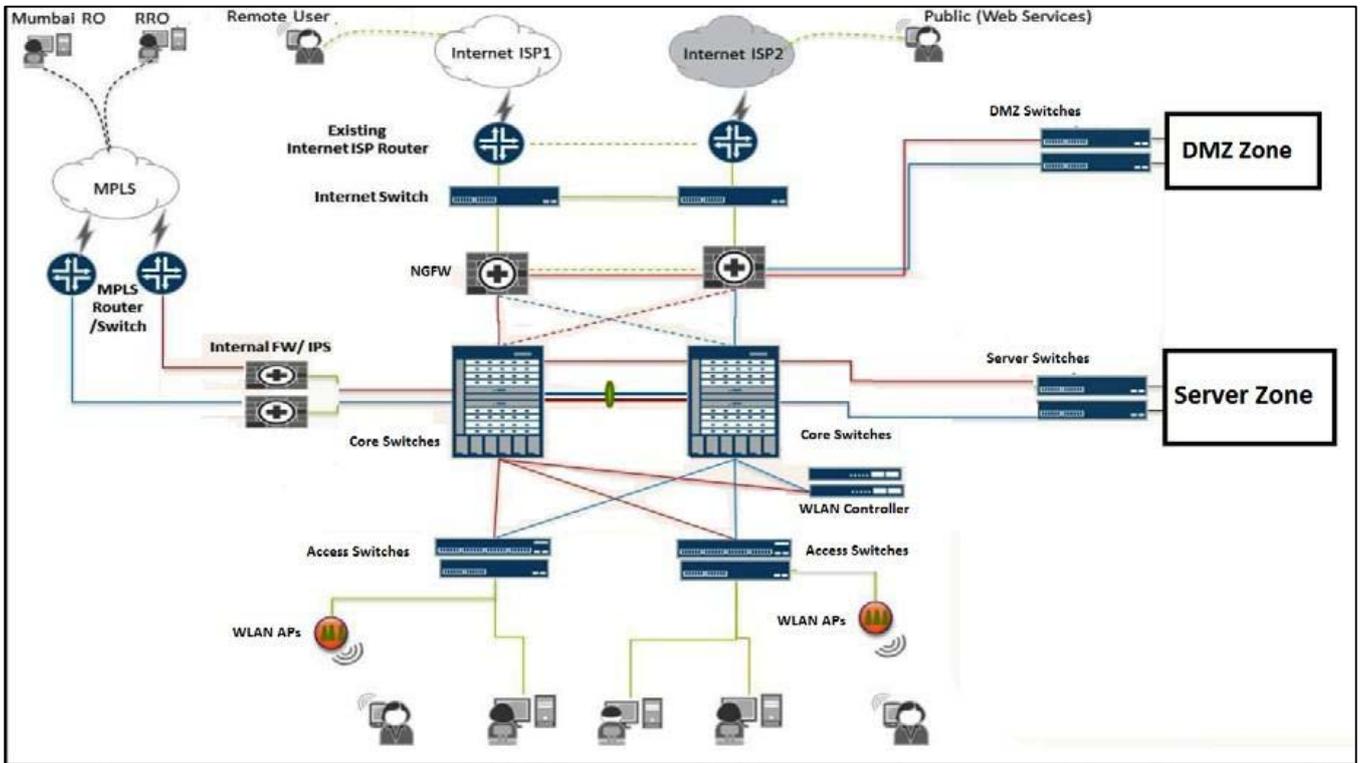
- Bank has setup Domain Controller (DC) & ADC for managing its environment.
- Bank has implemented SAP ERP system for most of its business operations.
- Mailing solution (MS Exchange) is available in high availability mode (DAG) with two primary servers at DC Site and one secondary server at DR site. Users at Delhi office access the corporate mail through LAN on MS Outlook. Other offices access the corporate mail over MPLS. Email service is also accessible for all NHB officials through Outlook Web Access (OWA) over Internet.
- Internet dedicated bandwidth from two different service providers are available at Delhi and Internet broadband is available at Mumbai. The bandwidths are used for Internet browsing and other web based services.
- NHB at its Delhi Office has implemented proxy server with web caching, web content filtering integrated with Active Directory at DC for user authentication and controlling user Internet access. In addition to this Bank has implemented Cisco ASA Firewall and Antivirus solution for security.
- APC Central log management solution is implemented at DC, New Delhi, to capture & deliver system logs for critical devices/servers, in lucid manner to administrators.
- Bank uses services like NewsWire 18, Reuters at its treasury department to keep a tab on development happening in financial and treasury market.

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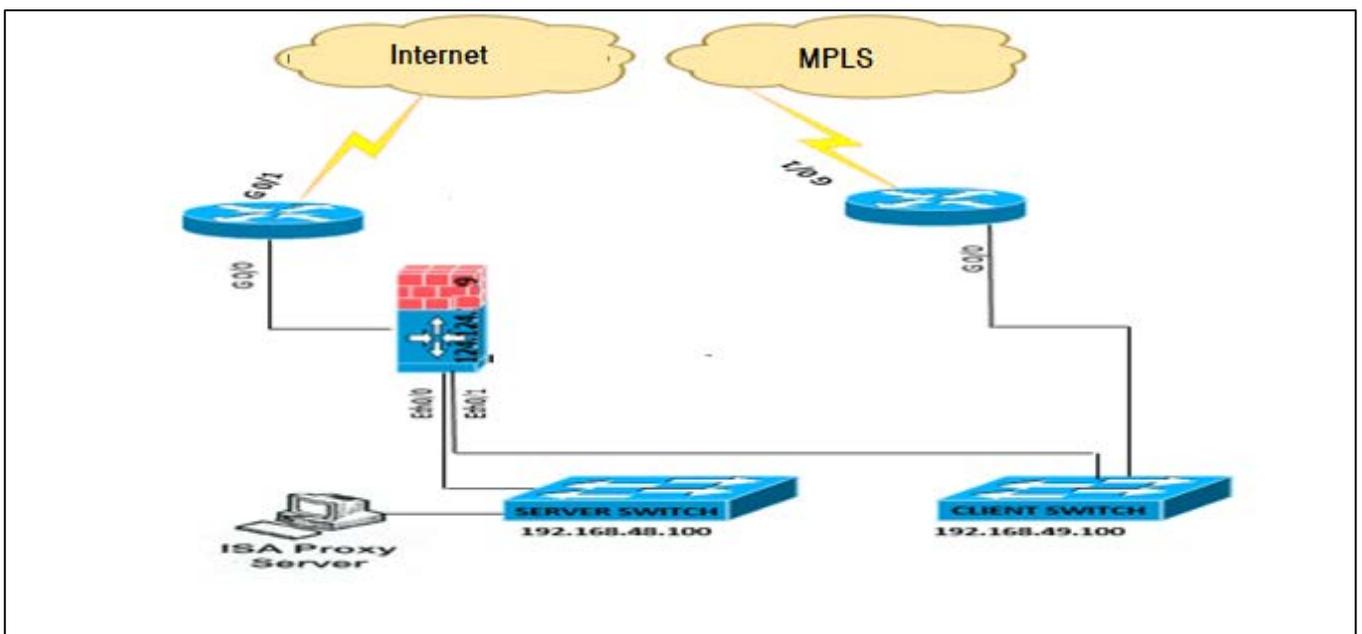
D. Setup

D.1 : Existing Network Diagram

Delhi Network Diagram



Mumbai Network Diagram



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D.2: Network Equipment

Bank's Network comprises of following network equipment:

S.No.	Type	Make/Model	Location	Total Count
1	Switch	Cisco / 45XX, 29XX series	Delhi	24
2	Switch	Cisco / 29XX series	Mumbai	3
3	Router/Fire wall	Cisco ASA 5545X, 5510 Series IOS: 9.2(2)4 , 8.2(5)	4 in Delhi (2 Active + 2 Standby) 1 in Mumbai	5
4	Access Point	Cisco / AIR-CAP17021-D-K9	Delhi	16
5	WLC	Cisco / 2504	Delhi	1
6	SAN Switch	CISCO/MDS 9148S_K9 RAM: 16 GB	Delhi	2

- As explained above RRO sites are connected to DC site over managed MPLS.

5. Objective

- NHB intends to engage reputed Service Provider for providing services for COMPLETE MANAGED CPE TO CPE, IP MPLS VPN
- This MPLS VPN service includes network designing, providing all related software, network hardware on lease for connectivity, last mile, bandwidth, installation, configuration, hardening, maintenance support, integration with LAN/WAN, proactive monitoring and reporting, change management, migration, training etc., with SLA binding the Bidder to uptime and application/service quality commitments.
- The period of contract will be for 5 years with annual review and renewal.
- The selected Bidder to provide multiple CoS for real time traffic / non-real time traffic /business traffic.
- The selected Bidders to undertake maintenance of MPLS Routers at all locations/offices of NHB.
- The selected Bidder to extend IP MPLS VPN to NHB locations/offices and shall be scalable to add new sites as and when required by NHB, at the contracted rate.

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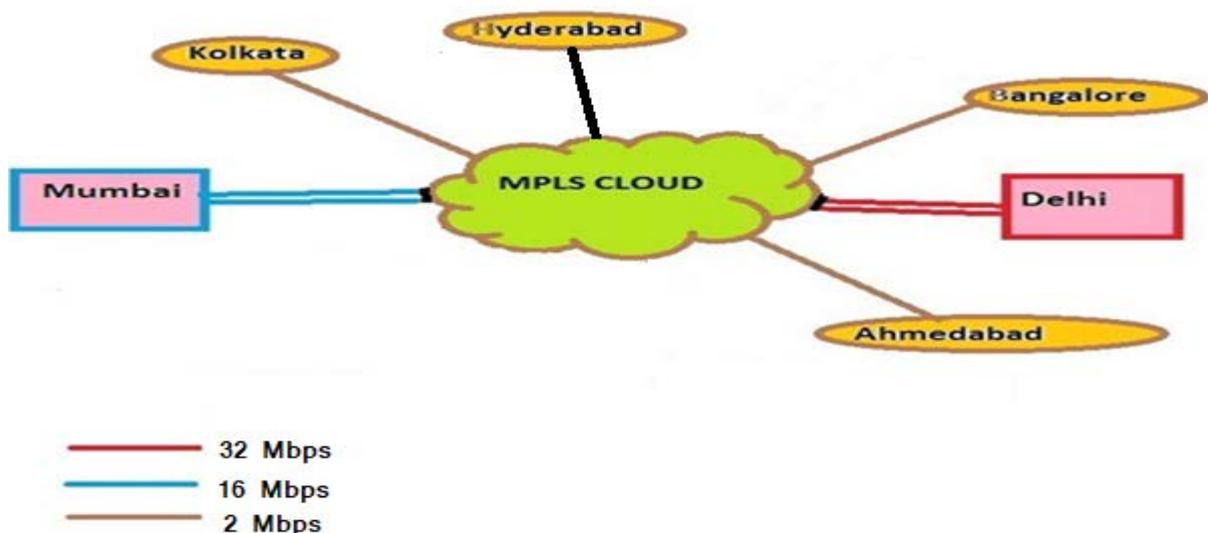
- The selected Bidder to upgrade bandwidth from the initial contracted value to higher/lower value based on operational requirements.
- The selected Bidder to shift the equipment and provide MPLS VPN connectivity at new location, in case of shifting of existing premises at any of the present or future NHB location as per terms of RFP.
- Bidders should support IPV4 & IPV6 addressing scheme.
- The purpose behind issuing this RFP is to invite technical and commercial bids for selection of service provider for providing IP MPLS VPN connectivity at all locations/offices.
- It may also be noted that all the activities in the IT operations are subject to audit /inspection by Security Auditors. Selected Bidder must take same into consideration while delivering the desired services.

6. Scope of Work:

IMPLEMENTATION & COMMISSIONING OF COMPLETE MANAGED, IP MPLS VPN Services

This includes network designing, providing necessary software, network hardware on lease, last mile, bandwidth, installation, configuration, hardening, maintenance support, integration with LAN/WAN, proactive monitoring and reporting, fault update through SMS and eMail alert, change management, training etc., with SLA binding the service provider to uptime and application/service quality commitments. Bidder to provide a complete portal for proactive monitoring of sites, health checkup and report generation.

Proposed Architecture:



i. Definitions Used

As used in the context of MPLS IP Service, the following words shall have the following

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defined meanings. Solely as used in the context of MPLS IP Service, the words defined below in this Clause 2 shall supersede any conflicting definition set forth elsewhere in the Agreement.

“Class Of Service (CoS)” means the standard of service which determines different prioritization of VPN traffic on the Bidders backbone and hence determines packet delivery guarantee, latency guarantee and jitter guarantee. The different class of services can be Business, Premium Non Real Time (NRT) and Premium Real Time (RT). If the Service is not allocated a CoS then it shall be Business.

“CPE”, means any router (including cables, connectors and software) supplied by service provider as part of the MPLS IP Service and installed at Locations. This also includes any other hardware installed for connectivity purpose.

“Jitter”, means the inter packet delay variation between CPE to CPE. Jitter is expressed in milliseconds (“ms”).

“Month”, means a calendar month.

“Normal Business Hours”, or **“NBH”** means NHB normal business hours, which are generally from 9:00 A.M. to 9:00 P.M., unless otherwise specified in the Agreement.

“Outage”, means the non-availability of the MPLS VPN IP Service at a Location, which prevents NHB location from sending or receiving data using the MPLS VPN IP Service.

“PLR” or **“Packet Loss Ratio”** means the ratio between the number of IP packets sent by source router and the number of packets actually received by the destination router. The Packet Loss Ratio is expressed as a percentage.

“LATENCY” or **“Latency”** means the elapsed time taken for the two-way transmission of a packet between two CPE routers. The LATENCY is expressed in milliseconds.

“Site Availability”, means the virtual communication link availability, expressed as a percentage, between a Location and a PE Router to which the CPE Router is connected, including Access Circuit and the part of service provider Network that provides connectivity for the Location.

“Scheduled Maintenance”, means maintenance scheduled by service provider to occur during low Network traffic basically after office hours to implement generic changes to, or generic version updates of, the Network.

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“SLA”, means this service level agreement for the MPLS VPN IP Service.

Category A: Data Center, New Delhi

Bandwidth : Initial bandwidth of 32 Mbps.

Last Mile :

- Last mile on FIBER in Ring architecture backed up by FIBRE/RF.
- Primary and backup links should be physically independent links i.e. from different service providers and sharing no common point of failure.
- Primary and backup links to be extended from two different PoP's to ensure PoP level redundancy.
- The PoP's from which last miles are extended should be managed PoP's.
- Last mile to support bandwidth of at least 64 Mbps.
- To support Multiple CoS for real time and non-real time traffic

Network Hardware:

- The make / model of router proposed should be Cisco ISR series or above.
- To provide Cisco Router with all requisite interfaces and with advanced built-in security encryption features.
- To provide any additional hardware (WAN Port) if necessary for connectivity.
- 2 Routers shall be installed for hardware redundancy with auto failover configuration.

Integration: Integration of WAN with LAN at DC

Uptime: 99.90% with link level, hardware level and PoP level redundancy

Category B: Disaster Recovery Site, Mumbai

Bandwidth: Initial bandwidth of 16 Mbps

Last Mile:

- Last mile on FIBER in Ring architecture backed up by FIBER/RF.
- Primary and backup links should be physically independent links e.g., from different service providers or sharing no common point of failure.
- Primary and backup links to be extended from two different PoP's
- Last mile on both the links to support bandwidth of at least 16 Mbps

Network Hardware

- The make / model of router proposed should be Cisco ISR series or above.
- To provide Cisco Router with all requisite interfaces and with advanced built-in security encryption features.

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- Last mile to support at least 16 Mbps bandwidth
- should have sufficient interfaces for termination of WAN and LAN at the respective locations/offices
- Should not degrade performance of the WAN
- The router should have all necessary hardware/software to enable it to provide the requisite information to NMS for reporting.
- The router should not be End of Sale or End of Support.
- Any other hardware ie., modem etc., required for connectivity to be provided.
- 2 Routers shall be installed for hardware redundancy with auto switch over configuration.

Uptime : Should be 99.90%

Integration :Integration with existing LAN at the location/office

Category C: Other Offices Bandwidth :

- **Bandwidth:** Initial bandwidth of 2Mbps.

Last Mile :

- Last mile can be any media i.e., Fibre/RF.
- Last mile to support bandwidth of at least 2 Mbps
- All locations of NHB are in rented premises, NHB does not have permission from landlord for installation of huge structure like MAST for positioning antenna. Hence, in case of RF installation, the antenna should be installed on a pole over roof top, with maximum height of pole may not exceed 12 meters. Further, VSAT's are also not allowed due to the above reason.

Network Hardware:

- The make / model of router proposed should be Cisco ISR series or above.
- The Router should support at least 2 Mbps bandwidth
- Should not degrade performance of the WAN
- The router should have all necessary hardware/software to enable it to provide the requisite information to NMS for reporting.
- The router should not be End of Sale or End of Support.
- Bidder shall replace the router at end of support, as applicable.
- Any other network hardware required for connectivity to be provided

Uptime : Should be 99.00%

Integration : Integration with existing LAN at all offices/locations

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ii. Connectivity

- a) Any to Any connectivity required for all locations.
- b) A separate MPLS VPN is to be created only for NHB network and in no way the VPN should be shared with other customers sharing the MPLS backbone. All routing at MPLS Backbone should be on Labels and no IP routing is acceptable. NHB MPLS VPN Network must be accessible to NHB nodes only.
- c) The LAN IP addresses currently in use in Bank offices where MPLS VPN connectivity is proposed shall continue to be retained by Bank. The service provider to ensure that they configure MPLS VPN link in such a way that there is no change in the IP scheme being currently used by the Bank.
- d) The last mile at Bank's Data centre & DR-site should have full redundancy through last mile connectivity from 2 different POPs of the service provider. If at some location Network Integrator provides last mile through other WAN service providers, the total responsibility of Liasoning, commissioning, maintaining the link including all commercials involved should be taken care by the bidder.
- e) The PoPs from which last miles are extended should be managed PoPs in Delhi/Mumbai and must be owned by Service provider (Co-located or sharing PoPs will not be considered)
- f) If the last mile is on wireless, Service provider has to ensure that no other Radio equipment causes interference to wireless signals used for Bank's connectivity and the Radio equipment should not be able to trap the signals used for bank's network.
- g) Last mile Link should be on Fibre Optic using self-healing ring architecture for NHB Delhi & Mumbai. For all other locations where ever OFC is not feasible bidder may provision last mile link over Fibre/RF.
- h) All the equipment/devices installed must be IPv6 compliant and ready to handle IPv6 traffic in future.

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iii. Service Level Requirement

Working Days : Seven days a week [Monday to Sunday]

Month : Calendar Month

Normal Business Hours : 9:00am to 9:00pm [12 hours]

SLA Measurement Period : Monthly

Bandwidth : Full duplex and CIR (Committed information rate) should be equal to the bandwidth contracted for the location.

Availability / Uptime:

S.N.	Category	Uptime
1	Category 'A'	99.90%
2	Category 'B'	99.90%
3	Category 'C'	99.00%

For the first three months till the network is stabilized the availability / uptime for Category A can be 99.50% or more. Thereafter the same should be as specified above.

Latency [CPE to CPE]

S No	Category/Location	Not more than
1	Category 'A' to Category 'B' and vice versa	100ms
2	Category 'A' to Category 'C' and vice versa	120ms

Class of Service [CoS]

The CoS required is BUSINESS from CPE to CPE. However, Bank may change the CoS to other category and work order for the same may be placed later at the contracted rate as defined in the Commercial Bid.

Jitter [CPE to CPE]

(Applicable only for Video Conferencing with CoS as Premium Real Time / Non Premium Real Time)

S.N.	CoS	Jitter
1	Premium Real Time Traffic	<20ms

Packet Loss [CPE to CPE]

S.N.	CoS	Packet Loss
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1	Premium Real Time and Premium Non Real Time	<= 1%
2	Business	<= 1%

Mean time to Repair (MTTR)

Average time required to repair a failed component or device.

S.N.	Location	Time*
1	At Delhi & Mumbai	<= 4 Hrs
2	At other locations	<= 6 Hrs

**Time to repair starts when the connectivity is down due to hardware/component failure.*

iv. Service Delivery

i. Implementation:

At Delhi & Mumbai: Maximum 8 weeks from the date of order.

At RRO Locations: Maximum 6 weeks from the date of order.

Bandwidth on Demand: On 4 days' notice.

Helpdesk Facility: Toll free number, mail, portal

Monitoring: Proactive with intimation to NHB IT Officials

Reporting: All reports to monitor the SLA parameters site wise to be provided on monthly basis.

On-line Portal: Online portal for viewing up/down status, bandwidth utilization, uptime/downtime and all other SLA parameters.

ii. Upgradation of Bandwidth

In the event of operational requirement bandwidth of any location will be upgraded/degrade from the initial contracted value to higher/lower value permanently, at the contracted rate. The Bank will place order for the same.

iii. Bandwidth on Demand

The Bidder to provide bandwidth on demand:

- At all locations/offices, for Video Conferencing or for some special occasions for a specific period [say a week or part thereof]. However, order will be placed in advance (Min 4 days). The Bidder would be intimated in advance.

iv. Upgradation of Location from one Category to Other

- At any time during the contract due to operational requirement any of the location will be upgraded from the existing category to higher category. Once the

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location is upgraded all terms and conditions [SLA etc] of the new category will be applicable.

- The Bank will place order for upgradation well in advance. From the date of upgradation rate as per that category/bandwidth will be applicable.

v. Annexing of new location/upgraded location

- a) This clause is applicable whenever Bank opens a new office or move to higher category office. The order will be placed with the selected service provider at the contracted price detailed below. The vendor may carry out site-survey at new location for feasibility of location over wired or wireless connectivity.
- b) Bidder is required to implement and commission the location within 4 weeks (8 weeks for north-east locations) from the date of work order. For North-East region of India, addition of new link will be subject to Network feasibility at that location.
- c) The bandwidth order will be given to the bidder at the contracted rate (recurring bandwidth charges) as per the respective category of the location and respective year of the contract during which location is annexed. However, the onetime implementation cost will be paid as under:
 - **New/upgraded location is in Category A & B:** 20% of the contracted one time implementation cost quoted in Commercial Bid of respective location category.
 - **New/upgraded location is in Category C:** 10% of the contracted one time implementation cost quoted in Commercial Bid of respective location category.

Once the target location is up and handed over, all terms and conditions [SLA etc] of the new category will be applicable from the date of handover.

In the event of non-commissioning of the link within prescribed timeframe, penalty at the rate of 1% of the order value will be charged for every week delay subject to a maximum of 10% of the order value.

d) Transition Support

During the acceptance test to be conducted by the Bank, the Bidder to provide expert personnel at the site for providing transition support to complete the acceptance testing within stipulated timeline.

e) Shifting of premises

- i) In the event of shifting of premises, order to this effect will be placed with the selected service provider. Service provider will carry out site-survey at the new location for feasibility of location and intimate the Bank. On receipt of confirmation

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from the Bank, the Bidder to install and commission the link at the new location prior to shifting of office from old location.

- ii) The vendor is required to implement and commission the location as under:
 - (a) within 2 weeks from the date of order/notice: if target location is not an upgraded location
 - (b) within 4 weeks from the date of order/notice: if target location is an upgraded location. In cases where connectivity is already feasible at new location, such as cases where DC/DR is co-located by NHB and Service Provider already has connectivity established, new connectivity between DC and DR site will be made available within 2 weeks from the date of order/notice.
- iii) Service provider will be given 2 week notice for shifting in advance by the Bank. In case of shifting between Bank's own location to other owned location, Bank will coordinate the activity. In case Bank's co-locate its DC/DR site, service provider will coordinate with the DC/DR vendor for smooth migration of links and proactively ensure the connectivity between DC and DR site.
- iv) Please note that the cost towards shifting & installation or other cost involved for such implementation will be borne by the service provider if shifting of premises is carried out to a target location which is within 10 km radius of origin location and is within the city; however in cases where shifting is carried out to an upgraded/new location or if shifting target location is beyond 10 km, the one time implementation charges will be paid towards shifting charges, as per clause 6.v.c of this RFP.
- v) In the event of non-commissioning of the link within 2 weeks from the date or order of shifting, penalty at the rate of 1% of the order value will be charged for every week delay, subject to a maximum of 10% of the order value.

f) Shifting of equipment within premises/office

For shifting of MPLS equipment/lines within the premises, vendor shall depute the concerned engineer/official and shift the equipment within 24 hrs from the time of reporting of such requirement by the Bank. This is to enable smooth transition of network equipment and to ensure proper functioning of network connectivity at the new place of installation, in coordination with Bank's engineer/officials. Such shifting of equipment within premises/office shall be done at no cost to bank, whatsoever.

g) Closing down of Office

In the event of closing down of any office, Bank will intimate the vendor in advance. The recurring charges till the end of the running year will be paid by the Bank. The contracted unit cost will be reduced before issuing the purchase order for the next year.

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The required hardware may be collected by the vendor subsequently, at its own expense.

h) Posting of full time Engineer on-site

The Bidder to depute one full time network engineer, as and when/where required for a period of one month from the date of commission of service to resolve problems in coordination with its NOC etc., and ensure stability of network.

i) Maintenance Services

The Bank has its IT team at DC, Delhi for monitoring and liasoning with service provider for network related issues. The Bank IT team will be single point of contact with the Bidder's NOC team for all service related issues.

The Bidder to provide details of one contact person for each location, with whom the Bank can follow- up in case of outage/emergencies.

j) Site Preparation and Installation

The Bidder to perform site inspection to verify the appropriateness of the sites before installation / commissioning of the network.

All cabling upto CPE should be done with proper clamping. The cabling should be neat and structured with PVC pipe casing.

k) Audit Observations and Compliance

Bank is subjected to various audits [internal / statutory / RBI etc.]. In the event of any observation by the audit regarding security, access control to routers etc., of MPLS VPN the same will be intimated to the Bidder. The Bidder to assist the Bank for compliance of the same.

l) DR Operations

During DR mock test or DR live drill, the Bidder should ensure that all the other locations/offices of the Bank access the DR site for carrying out operations.

m) Monitoring tool/portal

Bidder will provide a Web-based Online Customer Management Network (CNM) Portal for providing detailed information of the links (location-wise) on undermentioned parameters:

- Site Status
 - Real-time

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- Bandwidth Utilization
 - Daily
 - Weekly
 - Monthly
 - Yearly
- Service Uptime
 - Daily
 - Monthly
- Latency Statistics.
 - Monthly
- Jitter Statistics
 - Monthly
- Packet Error Statistics
 - Realtime

Including above the portal must have functionality of raising online ticket for complaints related to MPLS VPN services provided at all NHB locations.

n) Training

The Bidder to provide complete training on MPLS VPN and advanced routing and switching to the network administrators of the Bank [two persons]. The training shall be provided at HO location. The training will be completed within 5 working days post commissioning of services. The training shall also cover usage of portal as mentioned in above point 6.A.xviii.

Note:

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which service provider will be responsible. The Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary or appropriate by NHB for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

7. Period of Contract:

The period of contract will be for five years from the date of issuance of work order / sign off of project, subject annual renewal based on performance review during the

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elapsed period of service.

8. Instructions to Bidders

8.1 General :-

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- No binding legal relationship will exist between any of the Bidders and NHB until execution of a contractual agreement, except the pre-contract Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Bidder, the Integrity Pact will form part of the definitive agreement to be signed by the successful Bidder. For the other Bidders, the pre-contract Integrity Pact will be binding on them for any acts/omissions committed by the Bidder in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted.
- Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible service provider(s).
- Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

<u>Susanta Kr Padhi</u> Dy. General Manager (IT) Email : susanta.padhi@nhb.org.in Telephone : 011-39187113; 01139187000-Extn 113 Fax : +91 - 11 - 24649432	<u>Munish Bhutani</u> Regional Manager (IT) Email: munish.bhutani@nhb.org.in Telephone : 011-39187187; 01139187000-Extn 187 Fax : +91 - 11 - 24649432
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- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.

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- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.
- Queries / Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between _10_ am to _06_ pm on Monday to Friday, excluding public holidays.
- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Govt. Departments/PSUs/Banks/Financial Institutes in India.
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.
- The selection process consists of three phases viz., 1) Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation. Evaluation Criteria proposed to be adopted would be based on Techno-Commercial i.e. Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70 and Commercial Bid Score a weightage of 30.
- The bids qualify the Minimum Eligibility Criteria will be eligible for further evaluation and subsequently the bids qualify both Minimum Eligibility Criteria and Technical Evaluation will be eligible for Commercial Evaluation.

8.2 Pre-Bid Meeting

For the purpose of clarification of doubts of the Bidders on issues related to this tender/RFP, NHB intends to hold a Pre-Bid meeting on the date and time as indicated in the RFP. The queries of all the Bidders, in writing, should reach by e-mail or by post, minimum 2 days before the date of pre-bid meeting, on the address as mentioned above. It may be noted that no query of any Bidder shall be entertained after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting itself. Only the authorized representatives of the Bidders will be allowed to attend the Pre-Bid meeting.

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8.3 Soft Copy of Tender/RFP Document

The soft copy of the Tender/RFP document will be made available on NHB's website <http://www.nhb.org.in>.

8.4 Non-Transferability of Tender/RFP

This tender/RFP document is not transferable.

8.5 Erasures or Alterations

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting in technical Bids may be considered at the discretion of NHB only if they are initialed by the person signing the Bids. However, any interlineations', erasures or overwriting in any form will not be accepted in the commercial Bid. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. However, NHB may treat offers not adhering to these guidelines as unacceptable. NHB may, in its absolute discretion, waive any non-conformity or irregularity in the offer, which in the opinion of NHB is ancillary and not essential. This shall be binding on all Bidders and NHB reserves the right for such waivers.

8.6 Amendment to the Bidding/Tender/RFP document

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum.
- The amendment will be posted on NHB's website www.nhb.org.in
- All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the Bid. NHB will not have any responsibility in case of any omission by Bidder/s.
- NHB at its discretion may extend the deadline for the submission of Bids.
- NHB shall not be liable for any communication gap. Further NHB reserve the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

8.7 Language of Bid

The Bid prepared by the Bidders, as well as all correspondence and documents relating to

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the Bid exchanged by the Bidder and NHB and supporting documents and printed literature shall be written in English.

8.8 Masked Commercial Bid

The Bidder should submit a copy of the actual price Bid (as per the format specified by NHB), being submitted to NHB separately, by masking the actual prices. **This is mandatory.** The Bid may be disqualified if it is not submitted by masking it properly. NHB reserves the right to cancel the Bid/tender process at the time of commercial evaluation, if the format/detail (except price) of 'Masked Commercial Bid' does not match with the format/detail of actual Commercial Bid submitted.

8.9 Right to Alter Location / Quantities

NHB reserves the right to alter the proposed location/s specified in the RFP. NHB also reserves the right to add/delete one or more location/s from the list specified in this RFP, from time to time.

8.10 Documents Comprising the Bid (Please follow the instructions, if any, separately prescribed in the Formats)

1. Bidder's information in the format as prescribed in **Annexure I**;
2. Bidder's Experience details in the format as prescribed in **Annexure II**;
3. Compliance Statement Declaration in the format as prescribed in **Annexure III**;
4. List of Deviations, if any, in the format as prescribed in **Annexure IV**;
5. Information on Minimum Eligibility in the format as prescribed in **Annexure V**;
6. Technical Bid Covering Letter in **Annexure VI**
7. The Technical Bid should be submitted in the format as prescribed in **Annexure VII**.
8. Commercial Bid Covering Letter in the format as prescribed in **Annexure VIII**.
9. The Commercial Bid should be submitted in the format as prescribed in **Annexure IX**.)
10. Categories of Locations is prescribed in Annexure X.
11. List of Locations and Bandwidth Requirement is prescribed in Annexure XI
12. Address and Contact Details of Locations is prescribed in Annexure XII
13. ECS Mandate in the format as prescribed in **Annexure XIII**;
14. Letter of Competency in the format as prescribed in **Annexure XIV**;
15. Manufacturers' Authorisation Form as prescribed in Annexure XV.
16. Curriculum Vitae (CV) of the Key Personnel in the format in **Annexure XVI**;
17. Resolution Matrix in the format in **Annexure XVII**;
18. Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure XVIII**
(*The Pre-Contract Integrity Pact should be submitted neatly typed in on Rs.100/- non-judicial*)

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stamp paper duly signed by the authorized signatory and the same will be signed on behalf of NHB subsequently. The date of execution should be the date as mentioned in the Technical Bid by the Bidder)

19. Service Level Agreement as prescribed at **Annexure XIX**

20. CONFIDENTIALITY -CUM- NON DISCLOSURE AGREEMENT as prescribed in **Annexure XX**

21. Format of Bank Guarantee) prescribed at **Annexure XXI**

Note: Bids without the EMD amount will be rejected summarily.

8.11 Bid Currency

Bids to be quoted in Indian Rupee only. Bids in currencies other than INR will not be considered.

8.12 Earnest Money Deposit (EMD)

(a) All the Bids must be accompanied by a refundable interest free security deposit of Rs. 200000/- (Rs. Two Lac only), by way of an e-payment in favour of **National Housing Bank**.

The Accounts details are given below:

S.No	Type	Particulars
1	Beneficiary Name	National Housing Bank
2	Beneficiary Address	Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003
3	Beneficiary Bank Name	State Bank of India
4	Beneficiary Bank Branch Address	Pragati vihar Delhi Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi - 110 003
5	Type of Bank Account	Current account
6	Beneficiary Bank A/C No	52142903844
7	IFCS code of Bank branch	_____
8	MICR No	110004005

(b) The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the Bid may not be considered for further evaluation. The Bidders are also required to submit ECS Mandate Form as enclosed in **Annexure-XIII**.

(c) Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

(d) Any request for exemption from EMD will not be entertained.

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- (e) Save as otherwise provided herein or in the definitive agreement, the EMD amount of all unsuccessful Bidders would be refunded on completion of the tendering process on or before _30 days post award of work/contract.
- (f) Save as otherwise provided herein or in the definitive agreement, the EMD amount of the successful Bidder will be refunded after execution of SLA and submission of PBG for value amounting to __10_% of total contract value as per terms of the RFP.
- (g) The EMD security may be forfeited:
 - If Bidder withdraws its Bid/s during the period of Bid validity;
 - If Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract;
 - In case of successful Bidder, if the Bidder fails to Sign the contract; and
 - In case of any breach of the pre-contract Integrity Pact.

8.13 Implementation schedule

A. The Bidder shall be responsible for delivery of the services as per below schedule:

- Bidder to implement the IP MPLS VPN at DC & DR locations within 8 weeks from the date of work order and at NHB RRO location, within 6 Weeks from the date of Work Order.
- NHB would carry out acceptance testing and will run the network in parallel to the existing network for a period of one week.
- Billing cycle will commence after successful completion of acceptance testing for all locations. The date of sign-off shall be treated as the start of date of billing cycle and renewal thereafter.
- In the event of non-implementation at any locations/offices as proposed in the response to RFP, the Bidder to provide temporary connectivity till the proposed connectivity is implemented. In parallel the Bidder to ensure that the proposed connectivity is provided within one month of providing temporary connectivity.
- All cost towards providing temporary connectivity has to be borne by the Bidder [Service Provider].
- Billing cycle will commence only after execution of SLA as per terms of the RFP.

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8.14 Performance Bank Guarantee (PBG)

The successful Bidder will be required to provide performance bank guarantee/PBG of value amounting to 10% of the total cost of contract value, in the form of bank guarantee from a scheduled commercial bank in the format as substantially prescribed in **Annexure-XXI**. The PBG should be valid till at least 3 months beyond the expiry of contract period or such other extended period as NHB may decide. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the firm /Bidder results into imposition of Liquidated Damages/penalty, then NHB reserves the right to invoke the Performance Bank Guarantee submitted by such Bidder. The decision of NHB as to non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be final and binding on the successful Bidder.

8.15 Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for a period of Six months from the date of submission of commercial Bid for acceptance by NHB.
- In exceptional circumstances NHB may solicit the Bidders' consent for extension of the period of validity. Any such request and response thereto shall be made in writing. The Bid security/EMD provided shall also be extended.

8.16 Format and Signing of Bids

Each Bid shall be submitted in two parts:

- **Part I:** consists of Minimum Eligibility Criteria, Technical Bid and Masked Commercial Bid [price Bids without any price]. The above contents will be referred to as "**Technical Proposal**".
- **Part II :** covering only the Commercial Bid herein referred to as "**Commercial Proposal**".
- The Original Bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall put their initials on all pages of the Bids, except for un-amended printed literature.

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8.17 Sealing and Marking of Bids

- All the envelopes shall be addressed to NHB at the address given below:
The Dy. General Manager, IT Department
National Housing Bank
Core 5A, 3rd Floor, India Habitat Centre
Lodhi Road
New Delhi – 110003
- All envelopes should indicate on the cover the name and address of Bidder along with contact number.
- The Bidder shall seal the envelopes containing Technical and Commercial proposals separately.
- The envelope should be non-window and separately super scribed as **“Technical Proposal for Implementation of Managed IP MPLS VPN at All Locations/Offices of NHB ”**, and **“Commercial Proposal for Implementation of Managed IP MPLS VPN at All Locations/Offices of NHB ”**, as applicable.
- If the envelop is not sealed and marked, NHB will assume no responsibility for the Bid's misplacement or its premature opening.
- Bids not sealed properly shall not be considered and will stand rejected without recourse.

8.18 Deadline for submission of Bids

- The Bids must be received by NHB at the addressed specified, not later than the last date of Bid submission as indicated above.
- In the event of the specified date for the submission of Bids, being declared a holiday for NHB, the Bids will be received up to the appointed time on the next working day.
- NHB may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents with intimation on NHB’s website, in which case, all rights and obligations of NHB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

8.19 Late Bids

Any Bid received by NHB after the deadline for submission of Bids prescribed by NHB will

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be rejected and returned unopened to the Bidder.

8.20 Opening of Bids by NHB

- On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who will attend the meeting on the specified date and time.
- **Place of Opening of Technical Bids:**
- The Bidder name and presence or absence of requisite EMD and such other details as NHB, at its discretion may consider appropriate, will be announced at the time of Technical Bid opening.

8.21 Clarification of Bids

During evaluation of Bids, NHB, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

8.22 Preliminary Examinations

- NHB will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/ documents attached and the Bids are generally in order etc.
- NHB may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- The decision of NHB is final towards evaluation of the Bid documents.

8.23 Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of NHB unless NHB agrees to the Bidder's specific request/s, in writing that the proposal and documentation be returned or destroyed.

8.24 Instructions to the Bidders

The Bidder shall not outsource the work assigned by NHB, to any third party except with

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NHB's prior written consent and attend all complaints registered by NHB through its own service/support infrastructure only.

8.25 Price Composition & Variation

- The Bidder should clearly furnish the cost matrix strictly as per the structure, if any, provided in the **Annexure IX**. Any deviation may lead to Bid rejection. Also no options should be quoted other than as per the Commercial Bid. Wherever options are given, the Bid is liable to be rejected.
- The commercial offer shall be on a fixed price basis. No price variation relating to cost of consultancy excl. taxes (present and future) will be entertained for any work assigned during the period of contract.
- Only GST will be paid as actual as per statutory revision.
- Date of implementation of project shall be the date of acceptance of the letter of award (Starting Date) or such other date as may be fixed by NHB. The same date shall be considered for renewal of support services etc., if applicable.
- The price quoted should be in Indian Rupees on a fixed price basis and should include cost towards software & hardware (including their warranty and implementation costs) etc., inclusive of all taxes, levies, duties, service tax, other charges, etc. The cost should include consultancy for site preparation, layout design and installation, Facility Management Charges to setup and manage offered solution at All Bank's locations as defined in scope of work.
- The prices quoted shall be inclusive of all transportation and insurance costs i.e., on CIF basis, till the time of installation and commissioning at the respective designated locations, in respect of all the equipment, software and training to the IT staff members of NHB.
- All prices should be itemized. Unit price should be given in detail for each and every item offered. Total Cost of Ownership (TCO) will be calculated taking all the items as mentioned in Annexure - IX, excepting optional items, if any, which may be shown separately.
- In case the equipment is to be imported, the vendor is required to do and complete all such processes without involving NHB in any manner at any stage. It will be the responsibility of the vendor to abide by all statutory requirements like payment of all taxes, duties etc., without any reference to the Bank. NHB accepts no responsibility or liability in this regard.
- The vendor should clearly furnish the cost matrix strictly as per the structure provided in the Annexure IX. Any deviation may lead to bid rejection. Also no options should be quoted other than as per the Bill of material. Wherever options are given, the bid is liable to be rejected. The product /service quoted individually

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be of one OEM /make.

- All the hardware equipment for providing MPLS VPN connectivity will be covered by a comprehensive on-site OEM warranty of 5 years from the date of installation. This includes software/IOS updates as applicable. The same shall be borne & managed by Bidder only.
- All the Software Components will be covered by a comprehensive OEM Subscription of 5 year from the date of installation, if applicable.
- The date of site handover for the last such site shall be date of the sign-off. The same date shall be considered for renewal of support services etc, if applicable.

8.26 Timely availability of Support Services

The bidder should have proper and adequate support mechanism in place at all Bank's locations, as mentioned in the scope of work, to provide all necessary support under this project. Bidder will provide escalation matrix for MPLS VPN separately to enable Bank to avail support services during the 5 year period of contract. Bidder will actively inform the Bank if there is change with regards to support contact numbers/personnel etc.

8.27 Manuals/Drawings

The service provider shall provide complete technical and other documentation/s for the services supplied during the period of contract. All the manuals shall be in English and must be clearly indicative of services supplied.

8.28 Bid Evaluation

- I. Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70 and Commercial Bid Score a weightage of 30.
- II. Detailed bid evaluation methodology and selection of bidder is given in **Chapter 9**.
- III. Arithmetic errors correction:
Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:
 - a. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.
 - b. If there is discrepancy in the unit price quoted in figures and words, the unit

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price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

- c. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- d. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

8.29 Modification and Withdrawal

- Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.
- The Bidders are advised to submit the Bids only after the Pre-Bid Meeting as the Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be allowed to be modified after the deadline for submission of Bids. No Bidder shall be allowed to withdraw the Bid, if Bidder happens to be successful Bidder.
- NHB has the right to reject any or all Bids received without assigning any reason whatsoever. NHB shall not be responsible for non-receipt / non- delivery of the Bid documents due to any reason whatsoever.

8.30 Revelation of Prices

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the Commercial Bid. Failure to do so will make the Bid liable to be rejected.

8.31 Terms and Conditions of the Bidders

The Bidders are not required to impose their own terms and conditions to the Bid and if submitted will not be considered as forming part of their Bids. The Bidders are advised to clearly specify the deviations as per Annexure-IV, in case terms and conditions of the contract applicable to this RFP are not acceptable to them. The Bidders should also describe clearly in what respect and up to what extent the equipment and services being offered differ/ deviate from the specifications laid down in the specifications and requirements.

8.32 Local conditions

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Bidders must acquaint themselves with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

8.33 Contacting NHB or putting outside influence

Bidders are forbidden to contact NHB on any matter relating to this Bid from the time of submission of Commercial Bid to the time the contract is awarded. Any effort on the part of the Bidder to influence Bid evaluation process, or contract award decision may result in the rejection of the Bid.

8.34 Proposal Content

The Bidders' proposals are central to the evaluation and selection process. Therefore, it is important that the Bidders carefully prepare the proposal. The quality of the Bidder's proposal will be viewed as an indicator of the Bidder's capability to provide the solution and Bidder's interest in the project.

8.35 Banned or Delisted Bidder

Bidders have to give a declaration that they have not been banned or delisted by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries. If a Bidder has been banned by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries, this fact must be clearly stated. If this declaration is not given, the Bid will be rejected as non-responsive. This declaration will be submitted along with the Technical Bid

8.36 Compliance with Laws

- (a) The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- (b) The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government

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Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the bidder.

- (c) In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the service provider under this contract.

8.37 Intellectual Property Rights

The Bidder warrants that in the event of its selection as the bidder: -

- (a) The Inputs to be provided by it shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- (b) It further warrants that the Deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- (c) In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the Bidder shall, at its choice and expense: (a) procure for NHB the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse NHB for any amounts paid to the Bidder for such Deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB . However, NHB shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of NHB to use the proposed solution.

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- (d) The Bidder acknowledges that business logics, work flows, delegation and decision making processes of NHB are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met and in case the system is unable to facilitate the processes duly supported by various requirements as envisaged in the RFP.

8.38 False / Incomplete statement

Any statement/declaration made by the Bidder, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender/Bid process or in the event of his Bid/tender having been accepted, at any stage of the contract, shall render his/their Bid(s)/tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:

- a. If such statement is found at the tender stage, his total earnest money/EMD shall be forfeited and tender/Bid will be summarily rejected.
- b. In case such a statement is found at the contract stage, NHB may take at its discretion appropriate action as provided in the RFP for termination of the contract including invocation of the PBG.

9. Bids (Technical & Commercial) and Bid Evaluation Methodology

i. Introduction

The objective of evaluation methodology is to facilitate the selection of the technically superior solution at optimal cost.

To meet NHB's requirements, as spelt out in the RFP, the selected Bidder must have the requisite experience in providing services in the field of Information and Communication Technology, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required infrastructure and provide the services sought by NHB, for the entire period of the contract. The evaluation process of the bids proposed to be adopted by NHB is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that NHB may adopt. NHB reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation NHB may seek specific clarifications from any or all the Bidder [Service Provider].

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It may please be noted that NHB reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document.

The details of 'Minimum Eligibility Criteria', provided by the vendor in its response to this RFP, will be evaluated first, based on the criteria described in section 9.ii. The technical and commercial responses to this RFP will be considered further only for those vendors who meet the **Minimum Eligibility Criteria**. Vendors must provide their responses in the format given in **Annexure -V**.

Techno-Commercial Evaluation i.e. Quality cum Cost Based System (QCBS) :

Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70 and Commercial Bid Score a weightage of 30.

The technical and commercial response evaluation will be based on the criteria described in following section onwards.

ii. Minimum Eligibility Criteria

Proposals not complying with the minimum eligibility criteria are liable to be rejected and will not be considered for evaluation of technical bid. The proposal should adhere to the following minimum eligibility criteria (Refer Annexure V).

1. The Bidder should preferably be a Firm/Company/ Public Sector undertaking/Govt. Company/LC incorporated in India.
2. The respondent should be in business of providing MPLS services for at least 10 years as on the date of this tender.
3. The bidder shall have a valid NLD (National Long Distance) license from Govt. of India.
4. Annual Turnover for last three financial years ending 31/03/2020 should be at least 100 crores per annum. Bidder should be making net profit/have continuous positive net worth for last three financial years ending 31/03/2020.
5. The bidder shall have a valid license to operate & provide Layer 3 MPLS-VPN services across all circles in India. The network should offer redundancy at all levels.

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6. The Bidder shall have own MPLS Points of Presence (PoPs) at least at 100(Hundred) locations on its own or leased fiber backbone. At Delhi/ Mumbai location, atleast 5 PoPs should be managed and owned by service provider (co-located or sharing PoPs will not be considered). The Bidder should also have PoP level redundancy (dual PoP) in all metro locations including NHB office locations.
7. The respondent should be capable of providing wired and wireless last mile.
8. All the POPs from where the MPLS bandwidth shall be provided should have redundancy of equipment, links, power, backhaul connectivity etc.
9. The respondent must provide Manufacturer Authorization Form [MAF] (Annexure–XV) from the OEM (CISCO) of router/hardware proposed.
10. The bidder should have its own Network Operating Centre (NOC) with DR facility in different seismic zones for 24x7 monitoring of the network to ensure uninterrupted services. The NOC should be operational for at least three years as on the date of this tender.
11. The respondent must have experience in providing network connectivity to large national/international institutions (having atleast 25 or more offices at different places) spread across multiple states/regions in India.
12. The respondent should have provided complete managed IP MPLS VPN services to at least three customers, with two customers having more than 50 sites and at least one customer with 100 or more sites [having PAN India presence].
13. Bidder must preferably be having its own service support center setup in Delhi(NCR) & Mumbai with skilled resources from where this project can be managed and monitored.
14. The bidder shall not be under a Declaration of Ineligibility for corruptor fraudulent practices or blacklisted in any Central/ State Government or PSU at the time of submission of bids.
15. The bidder shall have its own at least 2 International Internet Gateways & 2 Cable Landing Stations (CLS). The gateways shall be peered with international peering points through different OFC in two different directions -- Trans-Atlantic & Trans- Pacific.
16. The bidder must possess valid & active following certification: <ul style="list-style-type: none">• ISO 27001:2005• TL 9000
17. Details of Service provider offices at all locations, where NHB offices are present, to be provided.

Note 1: Vendor should submit documentary evidence in respect of all above mentioned criteria while submitting the proposal as per Annexure V of this RFP. Proposal of vendor who do not fulfill the above criteria or who fail to submit documentary evidence thereon would be rejected.

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Note 2: Bidders fulfilling all Minimum Eligibility Criteria will only be considered for further technical evaluation. Otherwise the bids will be rejected.

iii. Evaluation of Technical Bids

Minimum Eligibility Criteria bids received from the Bidder will be opened as per stipulated date/time in the presence of representatives of the bidders, who choose to be present as per the schedule stipulated by NHB. A detailed analysis will be subsequently carried out by NHB. Based on responses to 'Minimum Eligibility Criteria', Bidder will be short listed for technical evaluation further. Proposals, which are not meeting the Minimum Eligibility Criteria as mentioned in section 9.ii above, will not be considered further for technical evaluation.

The technical bid will be analyzed and evaluated, based on which the Technical Score (TS) shall be assigned to each bid. Technical Bids receiving a TS greater than or equal to a score of minimum qualification marks of 80 (cut-off marks) will be eligible for further evaluation.

The Parameters of the Technical evaluation are broadly as follows:

iv. Mark Distributions

Maximum Points 100

Criteria	Criteria Points	(Max Marks)
1. List of Clients (where managed MPLS connectivity has been provided) (Only currently/ongoing active & valid contracts will be considered for points award)		Max Marks 20
• For more than 15 in Govt. Sector / PSU/Banks/FIs/LC	20	
• For more than 10 and less than 15 in Govt. Sector / PSU/Banks/FIs/LC	15	
• For more than 5 and less than 10 in Govt. Sector / PSU/Banks/FIs/LC	10	
• For less than 5 Govt. Sector / PSU/Banks/FIs/LC	05	
2. Satisfactory Services Certificate by at least three Clients (Should be current and valid)		Max Marks 15

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<ul style="list-style-type: none"> • Satisfactory Services Certificate by > 5 Clients 15 • Satisfactory Services Certificate by > 3 Clients 05 • Satisfactory Services Certificate by <= 3 Clients 00 		
3. Track of being in the Business for atleast 10 years (providing managed MPLS service)		Max Marks 15
<ul style="list-style-type: none"> • Being in the Business for at least 8 years 15 • Being in the Business for at least 5 years 10 • Being in the Business for at least 3 years 05 • Less than 3 years 00 		
4. Number of owned MPLS POPs		Max marks 10
<ul style="list-style-type: none"> • More than 100 10 • 50 to 100 05 • <50 00 		
5. Presence at the locations sited in the Annexure XI		Max Marks 10
<ul style="list-style-type: none"> • At all locations 10 • Not at all locations 00 		
6. ISO Certifications (ISO 27001:2005 & ISO/IEC 20000-1:2005))		Max Marks 5
a) If Yes 05		
b) If No 00		
7. Technical & Qualified Manpower (Minimum Qualification: Degree/Diploma in engineering or its equivalent with minimum of 3 years work experience in Networking equipment and implementation etc.)		Max Marks 15
151 & above Qualified & Experienced Engineers 15		
101-150 Qualified & Experienced Engineers 10		
76-100 Qualified & Experienced Engineers 05		
50-75 Qualified & Experienced Engineers 03		
8. Annual Turnover for Last 3 years (with respect to Services / Annual Maintenance Contract only) (In Crore)		Max Marks 10
<ul style="list-style-type: none"> • >800 10 • >400 <= 800 07 • >100 & <=400 05 		

Note: Bidders have to provide copies of supporting documents against each criteria mentioned above, without which bid may be rejected. Any declaration, if found wrong, at any stage of project may lead to cancellation of bid/contract at the discretion

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of the Bank.

Financial Bid:

Only bidders successfully qualifying the requisite criteria of the technical Bid process would be considered eligible for the Financial Bid Round

The evaluation of the financial Bids would be as follows:

- ◆ The lowest bid will be assigned the maximum Financial Score of 100 points.
- ◆ The financial Scores of the other financial Bids will be computed relative to the lowest evaluated Financial Bid.
- ◆ The Financial Score computing methodology is as follows:

Financial Score (Bid under consideration) = $100 \times \text{Price (lowest bid)} / \text{Price Bid (under consideration)}$

Financial Processing

- ◆ Proposal would be ranked according to their final Score arrived at by combining Technical and financial Scores as follow:

Final Score = Technical Score x T + Financial Score x F

T- Weightage given to the Technical Bid, **F** - Weightage given to the Financial Bid, **T + F =1**

- ◆ Weightage for the bids are as follows:

I. Technical Bid T	70%
II. Financial Bid F	30%
Total Weightage	100%

The bidder achieving the highest combined Technical and Financial Score will be invited for negotiations.

Please note that Bank reserves the right to revise the evaluation criteria, methodology, distribution points and weightages; if it finds it necessary to do so.

10. Commercial Terms and Conditions

Bidders are requested to note the following commercial terms and conditions for this project.

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10.1 Price

- a) The Price quoted by the Bidder should include all type of costs as per commercial bid format of this RFP.
- b) The price should be valid and firm for full contract period of five years.
- c) The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance, as per Commercial Bid.
- d) The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for a period of five years which may be extended, if required, by NHB.
- e) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- f) Based on the contracted rates, NHB at its discretion may place repeat order/s annually after performance review of the previous year/assignment.
- g) For any future requirement, order will be placed at the contracted man-day rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at discretion of NHB.

10.2 Acceptance

The acceptance test will be carried out in coordination with our network team. The solution will be accepted only after acceptance testing is completed is duly signed/certified by NHB official and the bidder. Once the acceptance test is completed, the sign-off will be provided by Bank, as per terms and conditions of this RFP.

10.3 Payment Terms

Any payment will be released only after submission of PBG & post-signing of SLA as per the following payment terms. Payment terms are as follows:

- a) One Time Installation charges will be paid after successful commissioning and acceptance.
- b) Bidder will be paid in quarterly equal installments after the end of the quarter.
- c) Payment of any quarter will be made after deducting TDS/other taxes and applicable penalty pertaining to the quarter. Service provider will issue credit note of equivalent amount.
- d) Payment of first installment will be released only after submission of performance guarantee applicable for the project.

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10.4 Payment in case of termination of contract

Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other applicable taxes.

10.5 Delivery and installation

Bank will not arrange for installation neither will provide any manpower for the same. The items must be delivered at the respective locations at bidders own cost and Bank will not make any payment towards the same. The road permit, way bill etc. wherever necessary has to be arranged by the bidder only and Bank will not provide any support for the same neither will make any payment towards the same.

10.6 Insurance

As all the delivered hardware will be owned by the Bidder during the entire period of the contract, the service provider will take insurance for all the network hardware items installed in the premises of NHB locations for the entire duration of the contract period against all risks. The copy of insurance details must be provided to NHB.

11. General Terms and Conditions

- 11.1** The bidder organization must be GST Compliant and must have a valid PAN.
- 11.2** The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.
- 11.3** All such amendments made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 11.4** Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project.

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It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.

- 11.5** NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 11.6** NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.
- 11.7** Although service window has been defined as **9.00am to 9.00pm**, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB without any extra cost.
- 11.8** Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 11.9** On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein, after a period of 90 days after completion/execution of the assignments/contract.
- 11.10** Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contract.
- 11.11** NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.

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11.12 The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.

11.13 The Commercial and Technical Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.

11.14 By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.

11.15 Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.

11.16 Penalty

i. For MPLS Connectivity

During the entire contract period the Bidder should guarantee uptime during normal business hours as mentioned in SLA on monthly basis. Bank will impose penalty as given below:

a. DC, New Delhi

Uptime	Penalty in % of Monthly Payment
>= 99.90%	0
> 99 to < 99.90	10
> 98 to < 99	20
> 97 to < 98	30
> 96 to < 97	40
> 95 to < 96	50
< 95.00	100

The location is said to be down if both primary and backup link fails. In case one link is working fine and other link fails the failed link should be made operational within **8hrs**. In the event of non- operational of the link, penalty of Rs.1,000/- per each hour downtime will be levied. In case of both the links failure at DC, Delhi, all locations/offices connected will be treated as down and penalty as defined for various categories will be applicable till the link is restored.

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If network hardware fails the location is said to be down and penalty as given in the above table will be levied.

b. DR, Mumbai

Uptime	Penalty in % of Monthly Payment
$\geq 99.90\%$	0
> 99 to < 99.90	10
> 98 to < 99	20
> 97 to < 98	30
> 96 to < 97	40
> 95 to < 96	50
< 95.00	100

The location is said to be down if both primary and backup link fails. In case one link is working and other link fails the failed link should be made operational within **8hrs**. In the event of non-operational of the link, penalty of Rs.500/- per each hour downtime will be levied.

If network hardware fails the location is said to be down and penalty as given in the above table will be levied.

c. Other Offices

Uptime	Penalty in % of Monthly Payment
$\geq 99.00\%$	0
> 98.50 to < 99.00	10
> 97.50 to < 98.50	20
> 96.50 to < 97.50	30
> 95.50 to < 96.50	40
> 95.00 to < 95.50	50
> 90.00 to < 95.00	75
< 90	100

The location is said to be down if primary is down or network hardware fails and penalty as given in the above table will be levied. If downtime/no connectivity time period is more than 8 hours then penalty as given in above table along with Rs.250/- per hour will be levied.

d. Exclusions

Down time due to following situations will not be considered for the purpose of penalty calculation

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- Schedule maintenance by the service provider with prior intimation
- Link down due to power failure at NHB location/office
- Force majeure events
- If latency of any link is more than what is specified in SLA for continuous 30 minutes during normal business hours then financial penalty would be applicable to the tune of Rs.500/- per hour for higher latency.

Eg: Say if latency of Category 'A' link is more than 120 ms for 3 hrs in a calendar month then penalty calculation would be as under:

$$\{(180 \text{ min} - 30 \text{ min}) / 60 \text{ min}\} * \text{Rs.}500/- = \text{Rs.}1250/-$$

Jitter [applicable only when NHB deploys voice / video]

If jitter of any link is more than what is specified in SLA for continuous 30 minutes during normal business hours then financial penalty would be applicable to the tune of Rs.100/- per hour for higher latency.

Eg: Say if Jitter of Category 'A' link is more than 20 ms for 3 hrs in a calendar month then penalty calculation would be as under:

$$\{(180 \text{ min} - 30 \text{ min}) / 60 \text{ min}\} * \text{Rs.}100/- = \text{Rs.}250/-$$

Service Delivery (Implementation)

In the event of Non-provisioning of connectivity at any location/office even after extension of delivery date, Penalty at 1% of the annual cost of the link will be charged for every week's delay subject to maximum of 10% of total contract value.

e. Order Cancellation

The Bank reserves the right to cancel the purchase order in the event of one or more of the following situations:

- I. Delay in supply, installation, integration and maintenance of Hardware, Software & related equipment, completion of project beyond the specified period.
- II. Deviations of the solution proposed from those mentioned in the RFP including non- integration of proposed solution with Bank's infrastructure as mentioned in Scope of Work (6) above to the satisfaction of the Bank.
- III. In the event of order cancellation, the Bidder shall be responsible to take back the equipment at their cost & expenses. In the event of cancellation of order, the Bank may also invoke the Performance Bank Guarantee (PBG) submitted by the bidder.

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11.17 Removal and/or Replacement of Personnel

- a) If, for any reason beyond the reasonable control of the bidder, it becomes necessary to replace any of the Key Personnel (personnel according to NHB engaged for key assignments under the contract by the bidder), the bidder shall forthwith provide as a replacement a person of equivalent or better qualifications and skills. In case of a critical vacancy, the bidder shall provide a temporary resource for not more than 2 months. The temporary resource shall be of equivalent qualifications and shall be paid not more than 90% of the agreed rate of the personnel being replaced.
- b) If NHB finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the bidder shall, at NHB's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to NHB.
- c) For any of the Personnel provided as a replacement under Clauses (i) and (ii) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the bidder may wish to claim as a result of such replacement, shall be subject to the prior written approval by NHB. Except as NHB may otherwise agree, (i) the bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

11.18 Acceptance of Work Order/Letter of Award

NHB will notify the successful Bidder in writing by issuing a letter of award/work order in duplicate. The successful Bidder has to return the duplicate copy to NHB within 7 working days from the date of the letter of award/work order duly accepted, and signed by Authorized Signatory in token of acceptance. However, NHB has a right to cancel the letter of award/work order, if the same is not accepted within the stipulated period.

11.19 Definitive Agreement

The successful Bidder will sign Service Level Agreement (SLA) substantially in the format as provided in **Annexure XIX** and the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure XX** with NHB within 15 days of the letter of award (LoA) or within such

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extended period as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement/s as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.

11.20 Taxes

Only GST will be paid by NHB on actual basis as per statutory rates prevalent during the period of service provided. All other taxes as applicable will be borne by the Bidder. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the service provider.

11.21 Liquidated Damages

If the service provider fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiations, NHB reserves the right to recover damages at 0.5 percent of the contract value per week or part thereof subject to a maximum of 10% of contract value for non-performances as and by way of liquidated damages.

11.22 Use of Contract Documents and Information

The service provider shall not, without NHB's prior written consent, make use of any document or information provided by NHB in Bid document or otherwise except for purposes of performing the contract.

11.23 Assignment

The service provider shall not assign/sub-contract, in whole or in part, its obligations to perform under the contract, except with NHB's prior written consent.

11.24 Duration of Contract

The contract will be valid for five years from the date of the work order/letter of award/ Signoff.

11.25 Pre-Contract Integrity Pact Clause

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A “Pre-Contract Integrity Pact” would be signed between NHB and the Bidder. This is a binding agreement between NHB and Bidders. Under this Pact, the Bidders agree with NHB to carry out the assignment in a specified manner. The format of Pre-Contract Integrity Pact will be as per **Annexure - XVIII**.

In this regard, NHB has appointed Shri Kishore Kumar Sansi, Ex-MD of Vijaya Bank (email id kishoresansi1@gmail.com) and Shri Rakesh Rewari, Ex-DMD, SIDBI (email id : r_rewari@yahoo.com) as independent external monitors (hereinafter referred to as “the Monitors”) for this Integrity Pact in consultation with the Central Vigilance Commission.

The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings under the Integrity Pact:

- (i) Denial or loss of contracts;
- (ii) Forfeiture of the EMD/Bid security and the performance bond/PBG;
- (iii) Liability for damages to the principal and the competing Bidders; and
- (iv) Debarment of the violator by NHB for an appropriate period of time.

The Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior compliance program for the implementation of the code of conduct throughout the company.

Annexures

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Annexure - I

Bidder Information

Please provide following information about the Company (Attach separate sheet if required): -

S. No.	Information	Particulars / Response
1.	Company Name	
2.	Date of Incorporation	
3.	Type of Company [Govt/PSU/Pub. Ltd / Pvt. Ltd/partnership/proprietary]	
4.	Registration No. and date of registration. Registration Certificate to be enclosed	
5.	Address of Registered Office with contact numbers [phone /fax]	
6.	PAN No / GST No.	
7.	Contact Details of Bidder authorized to make commitments to NHB	
8.	Name	
9.	Designation	
10.	FAX No	
11.	Mail ID	
12.	Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website	
13.	Provide the range of services /options offered by you covering service description and different schemes available for: o Implementation of online reporting Solution	Yes / No / Comments (if option is 'No')
14.	Any pending or past litigation (within three years)? If yes please give details Also mention the details of claims and	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)

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	complaints received in the last three years (About the Company / Services provided by the company).			
15.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	Year	Turnover	Net Profit/Loss(-)
		2017-18		
		2018-19		
		2019-20		

Audited/CA certificate of Balance sheet and Profit & Loss accounts for last 3 years to be submitted.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure - II

Bidder Experience Details

1.	Bidder's experience providing consultancy in the field of _____ (in years)			
	a) Experience in India			
	b) Global experience			
2.	Details of minimum three service/supply contracts on _____ executed with Public Sector Banks/FIs/Ministry of India.			
3.		Name of the customer & Contact information	Active/Expired	Contract Period (From to To Date)
4.	Project 1			
5.	Project 2			
6.	Project 3			
7.	Total number of service contracts executed.			
8.	Service Parameters			
9.	No. of qualified personnel employed			
10.	Number of operating offices in India			
11.	Details of Reference client's Sites			
	Reference site 1			
	Reference site 2			
12.	Operating Office in NCR.			

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure - III

COMPLIANCE STATEMENT DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by NHB in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of Bids.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure - IV

LIST OF DEVIATIONS

We certify that the services offered by us for tender confirms to the requirement stipulated as per this RFP with the following deviations

Bidders are requested to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

NHB may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by NHB will not entitle the Bidder to submit a revised Bid.

List of deviations

- 1) _____
- 2) _____
- 3) _____

(If left blank it will be construed that there is no deviation from the specifications given above)
(The decision of NHB is final towards evaluation of the Bid documents)

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure -V

Minimum Eligibility Criteria

Following format has to be filled by the Bidder and has to be submitted in a separate envelope along with softcopy and relevant documentary proof.

S. N.	Minimum Eligibility Criteria	Document Required	Bidders response (Yes/No)
1.	The Bidder should preferably be a Firm/Company/ Public Sector undertaking/Govt. Company/LC incorporated in India.	Copy of registration certificate to be enclosed	
2.	The respondent should be in business of providing MPLS service for at least 10 years as on the date of this tender.	Order copies to be submitted as documentary proof.	
3.	The bidder shall have a valid NLD (National Long Distance) license from Govt. of India.	Copy of licenses is required to be submitted to NHB.	
4.	Annual Turnover for last three financial years ending 31/03/2020 should be at least 100 crores per annum. Bidder should be making net profit/have continuous positive net worth for last three financial years ending 31/03/2020.	Bidder has to compulsorily submit certificate in this regard duly certified by the auditor of the company	
5.	The bidder shall have a valid license to operate & provide Layer 3 MPLS-VPN services across all circles in India. The network should offer redundancy at all levels.	Documentary evidence/ Declaration to be submitted	

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6.	<p>The Bidder shall have own MPLS Points of Presence (PoPs) at least at 100(Hundred) locations on its own or leased fiber backbone. At Delhi/Mumbai location, atleast 5 PoPs should be managed and owned by service provider (co-located or sharing PoPs will not be considered)</p> <p>The Bidder should also have PoP level redundancy (dual PoP) in all metro locations including NHB office locations.</p>	<p>Declaration signed by Authorized signatory must be submitted.</p> <p>The Bidder must also submit MPLS POP list along with redundant Connectivity topology diagram.</p>	
7.	The respondent should be capable of providing wired and wireless last mile.	Documentary evidence/ Declaration to be submitted	
8.	All the POPs from where the MPLS bandwidth shall be provided should have redundancy of equipment, links, power, backhaul connectivity etc.	Certification / Undertaking on company's letter head from the bidder signed by the authorized signatory with company seal.	
9.	The respondent must provide Manufacturer Authorization Form [MAF] (Annexure- XV) from the OEM (CISCO) of router/hardware proposed.	Copy of certificate to be enclosed.	
10.	The bidder should have its own Network Operating Centre (NOC) with DR facility in different seismic zones for 24x7 monitoring of the network to ensure uninterrupted services. The NOC should be operational for at least three years as on the date of this tender.	Mention details [location and address] of Primary and Backup NOC(s).	

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11.	The respondent must have experience in providing network connectivity to large national/international institutions (having atleast 25 or more offices at different places) spread across multiple states/regions in India.	Details of the same to be provided.	
12.	The respondent should have provided complete managed IP MPLS VPN services to at least three customers, with two customers having more than 50 sites and at least one customer with 100 or more sites [having PAN India presence].	Details of customers and project to be provided.	
13.	Bidder must preferably be having its own service support center setup in Delhi(NCR) & Mumbai with skilled resources from where this project can be managed and monitored.	Documentary evidence/ Declaration to be submitted	
14.	The bidder shall not be under a Declaration of Ineligibility for corruptor fraudulent practices or blacklisted in any Central/ State Government or PSU at the time of submission of bids.	Bidder to submit a declaration in this regard duly signed by the authorized signatory of the bidder.	
15.	The bidder shall have its own at least 2 International Internet Gateways & 2 Cable Landing Stations (CLS). The gateways shall be peered with international peering points through different OFC in two different directions -- Trans-Atlantic & Trans-	Documentary evidence/ Declaration to be submitted	
16.	The bidder must possess valid & active following certification: 1. ISO 27001:2005 2. TL 9000	Copy of certificate should be provided	
17.	Details of Service provider offices at all locations, where NHB offices are present, to be provided.	Location, address, contact number, direct or through franchise etc. to be provided.	

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP: Implementation of Managed IP MPLS VPN Services

Note:

1. Bidder response should be complete, Yes/No answer is not acceptable.
2. Documentary proof, sealed and signed by authorized signatory, must be submitted
3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. NHB will not make any separate request for submission of such information.
4. Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

RFP: Implementation of Managed IP MPLS VPN Services

Annexure - VI

Technical Bid Covering Letter

Date :

To

The General Manager

National Housing Bank,

Information Technology Department

Head Office, Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,

New Delhi - 110003

Dear Sir,

Technical Bid - Implementation of Managed IP MPLS VPN Services at All Locations/Offices of NHB

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria, this Technical Proposal and a Commercial Proposal. The minimum eligibility criteria and Technical Proposal are put in one envelope and the Commercial Proposal in a separate envelope.

We also enclose masked Commercial Bid.

We understand you are not bound to accept any proposal you receive.

Dated at _____ / _____ day of _____ 2020

Yours faithfully,

For

Signature

Name:

Address:

(Authorised Signatory)

RFP: Implementation of Managed IP MPLS VPN Services

Annexure -VII

Technical Bid Format

Bidder response to the Technical Bid of this RFP document must be provided as detailed in chapter _____. Any extra information may be provided as separate section at the end of Technical Bid document. Technical Bid should be submitted with covering letter.

- 1. Details as detailed under Chapter V.**
- 2. List of deviations** (as per Annexure -IV)
- 3. Technical Proposal Covering Letter** (as per Annexure -VI)

Note: Bidder must submit softcopy of complete technical Bid inside the sealed envelope meant for 'Technical Proposal'.

RFP: Implementation of Managed IP MPLS VPN Services

Annexure -VIII

Commercial Bid Covering Letter

The General Manager
National Housing Bank,
Information Technology Department
Head Office
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110003

Dear Sir,

Commercial Bid - Implementation of Managed IP MPLS VPN Services at All Locations/Offices of NHB

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal [_____Insert RFP Number] dated [_____], and our Proposals (Technical and Commercial Proposals). The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

Our Commercial Proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal i.e. _____ up to _____[date].

Yours faithfully,

For

Signature

Name

Address

(Authorised Signatory)

Date:

RFP: Implementation of Managed IP MPLS VPN Services

Annexure -IX

Commercial Bid Format

The structure of the Bidder's commercial response to this RFP must be as per following order. The Commercial Bid Response must be submitted with Commercial Bid covering letter, format of which is given at the end this section.

1. **Cost of complete managed services for five years** (to be filled in Section I below)
2. **Summary of commercial bid** (to be filled in Section II below)

Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- Masked commercial bids must be given with technical bid. All the pages of commercial bids must be sealed and signed by authorized signatory.
- All the quoted costs must include all applicable taxes and other levies. Applicable Applicable Taxes will be paid on actuals
- Service provider is to quote as per format given in following sections.
- In case of annexing new locations the rate quoted under respective category for specified bandwidth will be taken for placing order during the period of next 5 years.
- Rate quoted for various bandwidths must be valid till the end of the Five years period from the date of entering the contract. Further, the bidder should be ready to offer the same rate in case of extension up to additional 6 months beyond initial 5 years period.
- Bidder must submit softcopy of complete commercial bid inside the sealed envelope meant for 'Commercial Proposal'.
- All the rates must be quoted in INR.
- In case of new location the order will be given to the bidder at the contracted rate as per the category of the location. The one time implementation cost will be 10% of the contracted one time implementation cost in respective category of location.
- In case of shifting of location, the contracted installation charges for the specified category will be paid.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP: Implementation of Managed IP MPLS VPN Services

I. MPLS Connectivity

i. Present Requirement

A) Cost of complete managed services (MPLS)

Table 1

Sl No	No of Locations	Bandwidth Capacity	One Time installation/ implementation cost	Recurring Expenditure (per annum)	Total Cost	Applicable Tax (%)	Total Cost incl of taxes
Category A							
	1	32 Mbps					
		1 st Year					
		2 nd Year					
		3 rd Year					
		4 th Year					
		5 th Year					
Category B							
	1	16 Mbps					
		1 st Year					
		2 nd Year					
		3 rd Year					
		4 th Year					
		5 th Year					
Category C							
	4	2 Mbps					
		1 st Year					
		2 nd Year					
		3 rd Year					
		4 th Year					
		5 th Year					
Total Cost (X)							

Table 2

Sl No	Item Description	Total Cost (incl of taxes)	Cost in words**
1.	Total Cost towards complete managed services (MPLS VPN) for Five years [X] <i>(Total Cost of project)</i>		

**** This is the total final cost of work order for five years to the successful bidder.**

ii. Net Cost for Commercial evaluation will be as per Total Cost(X) mentioned above.

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iii. Future Enhancements

a. Change of Class of Service* (CoS)

CoS	Charges (excl of taxes)
Category A	
Premium Real Time	
Category B	
Premium Real Time	
Category C	
Premium Real Time	
TOTAL COST [Y] (Category A+ Category B)	

*CoS should be dynamic

b. Existing Locations* - Bandwidth Up gradation

Bandwidth	Bandwidth Cost -Annual (Excl of taxes)
Category A	
64 Mbps	
Category B	
32 Mbps	
Category C	
4 Mbps	
TOTAL COST [Z] (Category A+ Category B+ Category C)	

*The rates will also be applicable for new locations, if annexed under Bank's WAN during the period of contract.

c. Note:

- i. *The above contracted rates will also be applicable for commissioning of MPLS VPN connectivity at new locations as detailed in this RFP during the 5 year period of contract.*
- ii. *The total quoted cost should be inclusive of all type costs towards installation, hardware, rent, bandwidth, primary and backup links etc. Bank shall not bear any other cost other than the above contracted cost at any point of time during the contract period. The applicable taxes will be paid as per prevalent statutory tax rate.*
- iii. *Onsite support means that concerned vendor's official/engineer will visit the site for resolution of issues under the scope of work as per resolution matrix.*

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP: Implementation of Managed IP MPLS VPN Services

Annexure -X

Categories of Locations

Category A	Category B	Category C
New Delhi	Mumbai	Hyderabad
		Bengaluru
		Kolkata
		Ahmedabad

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP: Implementation of Managed IP MPLS VPN Services

Annexure -XI

List of Locations and Bandwidth Requirement

Sl No	Name of Location	Bandwidth	
		Capacity	Unit
1.	New Delhi	32	Mbps
2.	Mumbai	16	Mbps
3.	Hyderabad	2 Mbps	
4.	Bengaluru	2 Mbps	
5.	Kolkata	2 Mbps	
6.	Ahmedabad	2 Mbps	

Note: Exact bandwidth while issuing the PO may be different from what is mentioned above at Bank's discretion based on commercial bid submitted.

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Annexure -XII

Address and Contact Details of Locations

SI No	Location Details	Contact Details
1.	National Housing Bank Core 5A, India Habitat Centre, 3rd-5th floor, Lodhi Road, New Delhi - 110003 Phone No. +91-11-24649031 to 35 Fax No. +91-11-24646988, 24649041 e-mail : ho@nhb.org.in	<u>Delhi (Head Office)</u> Sh. Susanta Kr Padhi Dy. General Manager - IT Phone: 24649031- 35 Extn - 113 Mob : 09717691289
2.	National Housing Bank Mumbai Life Building, 45, Veer Nariman Road, Fort, Mumbai - 400023 Phone No. +91-22- 22851560-64 Fax No. +91-22-22851555 e-mail : romum@nhb.org.in	<u>Mumbai</u> Shri Kishore Kumbhare Deputy General Manager Phone: 022-22822624 Mob : 9717691295
3.	National Housing Bank, Representative Office - Ahmedabad Mezzanine Floor, G-7, Sakar-I, Opposite Gandhigram Station, Ashram Road, Ahmedabad - 380009 e-mail : roahm@nhb.org.in	<u>Ahmedabad</u> Regional Resident Representative Contact No. +91-9717200341/ 9818392483
4.	National Housing Bank Representative Office- Banagalore 1st Floor, Jeevan Sudha (LIC) Building, 24th Main, J. P. Nagar 1st Phase Bangalore- 560078 Phone No. +91-80 2665 0534 e-mail: roblr@nhb.org.in	<u>Bengaluru</u> Regional Resident Representative Contact No.+91-9632580388
5.	National Housing Bank Representative Office- Hyderabad Forth Floor, APSHCL BUILDING, Street No. 17, Himyat Nagar, Hyderabad - 500029 Phone No. +91-040- 23264079 Fax No. +91-40-23223376 e-mail : rohyd@nhb.org.in	<u>Hyderabad</u> Regional Resident Representative Contact No. +91- 8130498074
6.	National Housing Bank Representative Office - Kolkata Hindustan Building, 1st Floor 4 C. R. Avenue, Kolkata - 700072 Phone No. +91-33-22124034 Fax No. +91-33-22124035 e-mail : rokol@nhb.org.in	<u>Kolkata</u> Regional Resident Representative Contact No:-+91-9910603585

For latest address/contact pl refer Bank's Website: www.nhb.org.in

RFP: Implementation of Managed IP MPLS VPN Services

Annexure - XIII

[To be submitted along with Technical Bid]

ECS MANDATE

FORM FOR PROVIDING DETAILS OF BANK ACCOUNT FOR CREDIT OF PAYMENT FROM NATIONAL HOUSING BANK

(Please fill in the information in CAPITAL LETTERS)

1. Name of the Bidder _____

2. Address of the Bidder _____

City: _____ Pin Code: _____

E-mail id: _____

Phone /Mobile No. _____

Permanent Account Number (PAN) _____

GST Registration No. _____

TIN No. _____

3. Particulars of Bank Account

A. Name of Account same as in the Bank: _____

B. Name of the Bank: _____

C. Name of the Branch: _____

D. Address of the Branch with Tel No. _____

E. Account No. (appearing in Cheque book): _____

F. Account Type (SB, Current, etc.): _____

G. MICR No. _____

H. IFSC Code of the Bank Branch: _____

I/We hereby authorize National Housing Bank to credit payment(s) to my/our above bank account by ECS. # (#ECS will accepted on centers where the facility is available).

I/We hereby declare that the particular given above are correct and complete. If the transaction is delayed or not effected at all by ECS for reasons of incomplete or incorrect information, I/we would not hold National Housing Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RTGS/NEFT.

I also agree that without prejudice to the generality of the foregoing, in the event National

RFP: Implementation of Managed IP MPLS VPN Services

Housing Bank is not able to carry out the ECS instructions given by me, National Housing Bank may make such arrangements for payment as deemed appropriate by it, for effecting the transaction.

Place:

Date:

Authorized Signatory/ies

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

Signature of the Authorized Official of the bank

RFP: Implementation of Managed IP MPLS VPN Services

Annexure XIV

Letter of Competence Format

[To be submitted along with Technical Bid]

[To be executed on a non- judicial stamp paper]

Letter of Competence for Quoting against NHB's RFP No. /

This is to certify that we _____ [Insert name of Bidder],
Address _____ are fully competent to undertake and successfully
deliver the scope of services mentioned in the above RFP. This proposal is being made after fully
understanding the objectives of the project and requirements like experience, skills etc.

We certify that the quality and number of resources to be deployed by us for the purpose will be
adequate to meet the requirement and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP: Implementation of Managed IP MPLS VPN Services

Annexure XV

Manufacturers' Authorisation Form

[to be submitted along with Technical Bid] Ref. No:

Date:

To,
The General Manager
National Housing Bank,
Information Technology
Department Head Office
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi
Road, New Delhi - 110003

Dear Sir,

Sub: **RFP No.** Dated for **Implementation of Managed IP MPLS VPN Services at all Locations/Offices of NHB**

We who are established and reputable manufacturers ofhaving factories at

and..... do hereby authorize M/s**[Name and address of vendor]** to submit a bid and sign the contract with you for the goods manufactured by us against the above RFP No..... dated We hereby extend our full guarantee and warranty as per the clauses of contract based on the terms and conditions of the RFP for the goods and services offered for supply by the above bidder against this RFP.

Yours faithfully

[.....]
Name of the manufacturer:

Note: *This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.*

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Annexure XVI

Curriculum Vitae (CV) of Key Personnel(s)

Marks will be awarded where complete details are provided. It is mandatory that Bidder to provide details of project handled, brief of the assignment, period for each of the resource proposed relevant to scope of the tender. Each resource deployed shall provide self-certificate indicating relevant experience of tender scope.

Format

- 1) Proposed Position [only one candidate shall be nominated for each position]:
- 2) Resource Name:
- 3) Nationality:
- 4) Date of Birth
- 5) Educational Qualifications:
[Indicate college/ university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- 6) **Certifications and Trainings attended:**
- 7) No. of years" of experience
- 8) Total No. of years with the Service provider
- 9) **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):**

Sno	Project Name	Year & Period spent on project	Brief of the Project	Project Relevance to scope of work of this RFP (section details)	Project Customer Name, Contact Details & Address

- 10) **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

- 11) Membership of Professional Associations, if any:

- 12) **Employment Record** [Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

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Annexure XVII

Resolution Matrix

[To be submitted along with Technical Bid]

We declare that we will adhere to following resolution matrix during our service contract period with NHB:

Situation	Expected response of service provider
Immediate requirement: Requirement within a day	1st call response immediate <ul style="list-style-type: none">• Our Resources at your site as soon as possible.• Continuous effort on a 24x7 basis• Notification of Our Senior Executives
Critical requirement: Requirement within 5 days	First call response within 4 hours <ul style="list-style-type: none">• Our Resources at Your site as required.• Continuous effort on a 24x7 basis• Notification of Our Senior Managers
Moderate requirement: Requirement within 5 days	First call response within a day <ul style="list-style-type: none">• Effort during Business Hours

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure XVIII

Pre Contract Integrity Pact

(To be obtained depending on the threshold fixed)

(To be executed on a non-judicial stamp paper)

This pre-bid/pre-contract Agreement (hereinafter called “**this Integrity Pact**”) between, the National Housing Bank, a bank established under the provisions of the National Housing Bank Act, 1987 having its Head Office at Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003 represented through Shri/Ms _____, (Designation) (hereinafter called “NHB”, which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part

AND

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “Bidder” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

(The party of the First Part and the party of the Second Part are hereinafter collectively referred to as the “Parties” and individually as the “Party”)

WHEREAS NHB proposes to procure _____ (name of the items/services) as mentioned in the RFP No. _____ (“RFP”) and the Bidder is willing to offer/has offered _____ (name of the items/services) as desired by NHB in terms of the RFP;

WHEREAS the Bidder is a private company/public company/Government undertaking/ partnership/registered export agency, constituted in accordance with the relevant law in the matter and NHB is a statutory body established under the Act of Parliament;

WHEREAS to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- (i) enabling NHB to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- (ii) enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and NHB will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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AND WHEREAS the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Commitments of NHB

- 1.1** NHB undertakes that no official of NHB, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2** NHB will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3** All the officials of NHB will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to NHB with full and verifiable facts and the same is prima facie found to be correct by NHB, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by NHB and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by NHB the proceeding under the contract would not be stalled.

3. Commitments of Bidders

- 3.1** Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of NHB, as applicable to the subject matter.
- 3.2** The Bidder represents that it has the expertise to undertake the assignment/contract

RFP: Implementation of Managed IP MPLS VPN Services

and also has the capability to deliver efficient and effective advice/services to NHB under the contract in terms of the RFP.

3.3 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- (a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.
- (b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- (c)* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
- (d)* The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.
- (e)* The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NHB or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.
- (f) The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NHB or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- (g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- (h) The Bidder will not accept any advantage in exchange for any corrupt practice,

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unfair means and illegal activities.

- (i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- (j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of NHB or alternatively, if any relative of an officer of NHB has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- (m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NHB.
- (n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

3.4 The Bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:

- (a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of NHB, while rendering any advice or service.
- (b) The Bidder shall act/perform, at all times, in the interest of NHB and render any advice/service with highest standard of professional integrity.
- (c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold NHB's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.
- (d) The Bidder declares/affirms that it has not been hired by NHB for any

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assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of NHB. Without limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:

- (i) **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services)** - The Bidder has not been engaged by NHB to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

This provision does not apply to the various firms (Service Providers, contractors, or suppliers) which together are performing the Bidder's obligations under a turnkey or design and build contract.

- (ii) **Conflict among consulting assignments** - The Bidder understands that neither Bidder (including their personnel and sub-Service Providers), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting NHB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*
- (iii) **Relationship with NHB's staff** - The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-Service Providers, has/have a close business or family relationship with a professional staff of NHB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a

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manner acceptable to NHB throughout the selection process and the execution of the contract.

- (iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-Service Provider, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

4. Previous Transgression

- 4.1** The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2** The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

5. Accountability

- 5.1** The Bidder undertakes that in case of its selection as the successful Bidder and assignment of the contract to the Bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to NHB, keeping in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.
- 5.2** The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

6. Personal Liability

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Bidder shall be liable to NHB for any violation of this Integrity Pact as per the applicable law, besides being liable to NHB as may be provided under the service level agreement/contract to be executed.

7. Transparency and Competitiveness

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The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/Bidders, while rendering any advice/service to NHB, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, Bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

8. Co-operation in the Processes:

The Bidder shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of contractual obligations by the Bidder.

9. Sanctions for Violations

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle NHB to take all or any one of the following actions, whenever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However the proceedings with the other Bidder(S) would continue.
- (ii) The Earnest Money Deposit (in per-contract stage) and / or Security Deposit /Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by NHB and NHB shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by NHB, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from NHB in connection with any other contract, such outstanding payment could also be utilized and appropriated by NHB to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments already made by NHB, along with interest.

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- (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to NHB resulting from such cancellation /rescission and NHB shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - (vii) To debar the Bidder from participating in future Bidding process of NHB for a minimum period of five year which may be further extended at the discretion of NHB.
 - (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
 - (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.
- 9.2** NHB will be entitled to take all or any the actions mentioned at para 9.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 9.3** The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

10. Fall Clause:

The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that similar product/systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to NHB, if the contract has already been concluded.

11. Disqualification & Forfeiture of EMD/PBG etc

The Bidder(s) agree(s) that:

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- (a) Prior to award of contract or during execution of the contract, if the Bidder (s) has/have committed any transgression/breach of this Integrity Pact, NHB is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.
- (b) If NHB disqualifies the Bidders(s) from the tendering process prior to award of contract under clause (a) above, NHB is entitled to demand and recover the damages equivalent to the EMD and in such event, the EMD shall be forfeited.
- (c) After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).
- (d) It is agreed that the decision of NHB regarding forfeiture of EMD/performance bonds/ PBG shall be final and binding.

12. Independent External Monitors:

- 12.1** NHB has appointed Shri Kishore Kumar Sansi, Ex-MD of Vijaya Bank (email id kishoresansi1@gmail.com) and Shri Rakesh Rewari, Ex-DMD, SIDBI (email id : r_rewari@yahoo.com) as independent external monitors (hereinafter referred to as “the Monitors”) for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2** The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3** The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4** Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5** As soon as the Monitor notices, or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6** The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.
- 12.7** NHB will provide to the Monitor sufficient information about all meetings among

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the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.

- 12.8** The Monitor will submit a written report to the designated Authority of NHB within 8 to 10 weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

13. Facilitation of Investigation:

In case of any allegation of violation of any provision to this Integrity Pact or payment of commission, NHB or its agencies shall be entitled to examine all the documents including the Books of Accounting of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction:

This Integrity Pact is subject to Indian Law. Any dispute arising out of this shall be subject the jurisdictions of the Courts at New Delhi.

15. Other Legal Action:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. However, the Parties shall not approach the Courts of Law while representing the matters to the Monitor/s and shall await the decision of the Monitor/s in the matter.

16. Validity:

- 16.1** The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both NHB and the Bidder, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six month from the date of the signing of this Integrity Pact.
- 16.2** Should one or several provisions of this Integrity Pact turn out or be invalid, the remainder of this Integrity Pact shall remain valid. In this case the Parties will strive to come to an agreement to their original intentions.

The Parties hereto sign this Integrity Pact on the day, month and year and at the place

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mentioned herein below.

For National Housing Bank

For Bidder

(Authorised Signatory)

(Authorised Signatory)

Place:

Place:

Date:

Date:

Witness

Witness

1. _____

1. _____

(Name & Address)

(Name & Address)

2. _____

2. _____

(Name & Address)

(Name & Address)

(provisions of these clauses would need to be amended /deleted in line with the policy of NHB in regard to involvement of Indian agents of foreign suppliers.)*

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Annexure XIX

(To be executed on a non- judicial stamp paper)

Service Level Agreement

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to “the **Agreement**”) is made on this _____ day of the month of _____, 201_, by and between,

National Housing Bank, a bank constituted under the National Housing Bank Act, 1987, having its Head Office at Core 5A, 3rd -5th floors, India Habitat Centre, Lodhi Road, New Delhi-110003 (hereinafter called “**NHB**”,) which expression shall include wherever the context so permits, its successors and assigns ; AND

_____, a company registered under the Companies Act, 1956, having its registered office at _____ (hereinafter called the “**Service Provider**”), which expression shall include wherever the context so permits, its successors and permitted assigns.

(Hereinafter NHB and the Service Provider are collectively referred to as “the Parties” and individually as “the Party”)

WHEREAS

- (A) NHB intends to hire the Service Provider for _____, as detailed in the Request for Proposal no. _____ on _____ (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the “**RFP** (attached hereto as **Appendix- I**).
- (B) The Service Provider has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical & Commercial Bids of the Bidders and accordingly the letter of award no. _____ dated _____ (“**LoA**”) (attached hereto as **Appendix- II**) has been issued by NHB to the Service Provider;
- (C) The Service Provider has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- (D) In terms of the RFP, NHB and the Service Provider have agreed to enter into this definitive Service Level Agreement in the manner hereinafter appearing:

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NOW THEREFORE the Parties hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means and shall construe this Agreement;
- (c) "Deliverables" means and includes the major deliverables as specified in Clause _____ of the RFP.
- (d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (e) "Personnel" means persons hired/to be hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.
- (f) "Project" means collectively the Services and the Deliverables to be provided as detailed in the RFP.
- (g) "Services" or "Scope of Work" means and includes the scope of work to be performed by the Service Provider as described/set out in Clause _____ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Service Provider.

1.2 Principles of Interpretation

In this Agreement , unless the context otherwise requires:

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- a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;
- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
- c) The RFP, the LoA and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.
- d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of NHB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Service Provider.

1.3 Purpose

1.3.1 It is hereby agreed that the Service Provider shall provide the Services to NHB as set out in the RFP till the completion of the Project. The objective of the Project is to make _____.

1.3.2 Performance of the Scope of Work

The Service Provider shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed time lines in terms of the RFP and the entire assignment shall be completed within the Term of this Contract.

1.3.3 Term/Period of Contract

The entire assignment as detailed in the Scope of Work under this Contract shall be completed within a period of _____ (“Term”) starting from _____ by the Service Provider unless the period is extended in accordance with this Agreement.

1.3.4 Contract Price

The entire assignment to be performed under this Contract is fixed price contract and the Service Provider shall be paid the total price consideration of Rs. _____ (Rupees _____) (“Contract Price”) for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price

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shall be paid by NHB as per the payment terms agreed at Clause 4.2 of this Agreement.

1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHB and the Service Provider. The Service Provider, subject to this Agreement, has complete charge of personnel to be engaged by the Service Provider for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also for the quality of the work done by their personnel.

1.5 Language

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

1.6 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.7 Notices

1.7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract 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 by registered mail, telex, telegram or facsimile to such Party at the following address:

For NHB:

Attention: _____

Fax: _____

For the Service Provider:

Attention: _____

Fax: _____

1.7.2 Notice will be deemed to be effective as follows

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- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In case of telegrams, ninety six (96) hours following confirmed transmission; and
- (c) In the case of facsimiles, seventy two (72) hours following confirmed transmission.

1.7.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.8 Location

The Services shall be performed at Delhi or at such location required/ approved by NHB.

1.9 Authority of Service Provider

The Service Provider hereby authorize _____ to act on their behalf in exercising the entire Service Provider's rights and obligations towards NHB under this Contract, including without limitation for signing letters/communications, execution of agreements, for receiving instructions and payments from NHB.

1.10 Taxes and Duties

The Service Provider and their personnel shall pay the taxes (excluding GST), duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the tenure of this Agreement and NHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the Service Provider.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Agreement deemed to have taken effect from the date of acceptance of the Letter of Award (LoA) by the Service Provider i.e. w.e.f.

2.2 Commencement of Services

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The Service Provider shall begin carrying out the Services immediately viz. from the date of acceptance of LoA, or on such date as the Parties may agree in writing.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause-2.8 hereof, this Contract shall expire on the expiry of the Term as stated on Clause 1.3.3 herein unless the Term is extended in accordance with the Clause 2.6.4.

2.4 Entire Agreement

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

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6 Force Majeure

2.6.1 Definition

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood and Acts and Regulations of respective government of the two Parties directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the

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beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other Party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NHB shall have the option of canceling this Contract in whole or part at its discretion without any liability on its part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

2.6.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.5 Consultation

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Not later than thirty (30) days after the Party, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension

NHB may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if NHB is not satisfied with the performance of the Service Provider or if the Service Provider fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension and shall invoke contract performance guarantee.

2.8 Termination

2.8.1 By NHB

NHB may by not less than fifteen (15) calendar days written notice of termination to the Service Provider, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

- (a) If the Service Provider fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing;
- (b) If the Service Provider becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary;
- (c) If the Service Provider fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;

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- (d) If the Service Provider submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Service Provider knows to be false;
- (e) If, as a result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Service Provider either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Service Provider/its personnel are found to be involved in any fraudulent or criminal act;
- (g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract..

2.8.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause- 2.8.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
- (b) The obligation of confidentiality set forth in Clause-3.7 hereof,
- (c) Any right which a Party may have under the Applicable Law.

2.8.3 Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.4 Payment in case of termination of contract

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Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the services already delivered, after deducting applicable penalty and TDS/other applicable taxes.

3.0 OBLIGATIONS OF THE SERVICE PROVIDER

3.1 Standard of Performance

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, technical and engineering practices, and employ appropriate advanced technology, safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to NHB, and shall at all times support and safeguard NHB's legitimate interests in any dealings with third parties.

3.2 Law Governing contract

The Service Provider shall perform the assignment in accordance with the applicable Law and shall take all practicable steps to ensure that the Personnel of the Service Provider comply with the Applicable Law.

3.3 Conflict of Interest

The Service Provider shall hold NHB's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

3.4 Service Provider Not to Benefit from Commissions/Discounts etc.

The payment of the Service Provider by NHB shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

3.5 Service Provider and Affiliates not to be otherwise interested in /benefited from the Project

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The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider shall not create any work/ opportunity for itself and for any of its affiliates from this Project/ assignment and/or derive any financial benefits directly or otherwise, other than what is agreed to be paid as professional fee as mentioned at Clause 4.2 for this assignment.

3.6 Prohibition of Conflicting Activities

The Service Provider and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The Service Provider and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Project subsequently.

3.7 Confidentiality

The Service Provider and its Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or NHB's business or operations without the prior written consent of NHB.

A separate non-disclosure cum confidentiality agreement ("NDA") will be signed between the Service Provider and NHB, if required.

3.8 Insurance to be taken out by the Service Provider

The Service Provider shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment, comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Service Provider or their staff on the assignment

3.9 Liability of the Service Provider

The Service Provider shall be liable to NHB for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by NHB as a result of a default of the Service Provider in such performance, subject to the following

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limitations:

- (a) The Service Provider shall not be liable for any damage or injury caused by or arising out of any act, neglect, default or omission of any persons other than the Service Provider and its Personnel; and
- (b) The Service Provider shall not be liable for any loss or damage caused by or arising out of circumstances over which the Service Provider had no control.

3.10 Indemnification of NHB by the Service Provider

The Service Provider shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Service Provider or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Service Provider or its personnel; and/or (iii) any claim made by employees who are deployed by the Service Provider against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statutes/various labour laws by the Service Provider to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.

3.11 Limitation of Liability

- (i) The Service Provider's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to the total contract value.
- (ii) The Service Provider's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Service Provider shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Service Provider for direct,

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indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

3.12 Service Provider's Actions Requiring Owner's Prior Approval

The Service Provider shall not enter into a sub contract for the performance of any part of the Services, without the prior approval of NHB in writing. However, the Service Provider can hire the services of Personnel to carry out any part of the services. The Service Provider shall remain fully liable for the performance of the services by its personnel pursuant to this Contract.

3.13 Reporting Obligations

The Service Provider shall submit to NHB the reports and documents within the timelines set forth in the Offer Letter, including any supporting data required by NHB.

3.14 Documents prepared by the Service Provider to be the Property of NHB:

All software, algorithms, reports and other documents prepared/developed by the Service Provider in performing the Services shall become and remain the property of NHB, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and shall not use them for purposes unrelated to this Contract without the prior written approval of NHB.

3.15 Service Provider's Personnel

The Service Provider shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence as stipulated under the RFP and are in all respects acceptable to NHB. The Service Provider will do its utmost to ensure that the personnel identified by the Service Provider to work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the Service Provider, the Service Provider will provide NHB with another personnel of equivalent knowledge, skill and experience acceptable to NHB as his substitute.

The Service Provider shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the Service Provider and he shall be solely responsible for all acts of the said personnel so enrolled

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and there shall and will not be any privity of contract for any purpose and to any intent between NHB and said personnel so engaged by the Service Provider.

The Service Provider shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under applicable laws in respect of its personnel/employees engaged by the Service Provider under this Agreement. The Service Provider agrees to indemnify NHB in respect of any claims that may be made by statutory authorities against NHB in respect of contributions relating to the personnel/employees engaged by the Service Provider for performing the work under this Agreement. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Service Provider.

3.16 Non-Compete

The Service Provider will neither approach nor make any proposal for work for any employee of NHB directly or indirectly during the validity of this Agreement and for one year from the date of termination of this Agreement.

3.17 Change in Ownership or Constitution:

The Service Provider will inform NHB immediately about any change in its ownership or its constitution. The Service Provider will ensure that the NHB's interest will be protected with utmost care. If NHB is not satisfied with the change of ownership or constitution of the Service Provider and/or with the new owner, NHB shall have the right of termination and in that event, the payment, if any, upon termination may be made as provided in clause 2.8.4.

4.0 OBLIGATIONS OF NHB

4.1 Support:

NHB will provide the support as required necessary by it including giving access to the relevant and limited data maintained in its system to the Service Provider for carrying out the assignment under the Contract.

4.2 Consideration & Payment Terms

In consideration of the Services performed by the Service Provider under this Agreement, NHB shall make to the Service Provider such payments and in such manner as specified in the RFP and/or the LoA.

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The Service Provider shall submit the bills to NHB of firms printed bill forms indicating the work done by him during the period for which payment is sought. NHB shall make payments to the Service Provider as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

4.3 Non-Solicitation:

NHB agrees not to make an offer for employment to any personnel provided/deployed by the Service Provider under this Agreement, and, not to accept any application for employment from him/her, while he is under the term of this Agreement, and, for up to twelve (12) months from the date of last assignment of the work under this Agreement with NHB.

5.0 FAIRNESS AND GOOD FAITH

5.1 Good Faith

The Parties undertake to act in all fairness and good faith in respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

6.0 UNDERTAKINGS:

The Service Provider hereby further undertakes:

- (i) That the Service Provider has gone through all the required/relevant and extant instructions/ circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of NHB, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the Service Provider and it complies/will comply with all such requirements.
- (ii) That the Service Provider has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to NHB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.

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- (iii) That being the Service Provider of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (iv) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Service Provider and as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Service Provider by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.
- (v) That the Service Provider shall not do anything that will be of any conflict of interest to the Service Provider while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Service Provider shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Service Provider and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.
- (vi) That the Service Provider has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the Service Provider in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Service Provider shall act at all times in the interest of NHB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Service Provider.

7.0 SEVERABILITY:

Each clause of this Agreement is enforceable independently. Should any clause of this Agreement become not enforceable due to any reason, it will not affect the enforceability of the other clauses.

8.0 SETTLEMENT OF DISPUTES

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In the event of any dispute or difference arising out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably through mutual discussions. If, however, the parties are not able to settle them amicably without undue delay, the same shall be settled by the process of arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time). The venue of such arbitration shall be at New Delhi and the proceedings shall be conducted in English. The arbitration tribunal shall consist of Sole i.e. 1(one) Arbitrator to be appointed jointly by the Parties within thirty (30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other. If the Parties fail to agree on appointment of such Sole Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

Notwithstanding, it is agreed that the Service Provider shall continue the remaining work for the assignment under this Agreement during the pendency of arbitration proceedings unless otherwise directed in writing by NHB or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained.

9.0 JURISDICTION AND APPLICABLE LAW

This agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subjected to exclusive jurisdiction of the Courts at New Delhi.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement signed in their respective names on the day and year first above written at New Delhi.

FOR AND ON BEHALF OF NATIONAL HOUSING BANK

By _____
Authorized Representative

FOR AND ON BEHALF OF [SERVICE PROVIDER]

By _____
Authorized Representative

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WITNESSES:

1.
(Name and address)

2.
(Name and address)

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Annexure XX

**CONFIDENTIALITY -CUM- NON DISCLOSURE AGREEMENT
(To be executed on a non- judicial stamp paper)**

This Confidentiality -cum-Non Disclosure Agreement is entered into at New Delhi on thisdayof _____, 201__, by and between;

_____, a _____ incorporated _____, having its Registered Office at _____ (hereinafter referred to as "the Service Provider"), which expression shall include wherever the context so permits, its successors and permitted assigns;
and

The National Housing Bank, a bank constituted under the National Housing Bank Act,1987 (Central act No. 53 of 1987) having its Head Office at Core-5A,5th Floor, India Habitat Centre, Lodhi Road, New Delhi-110003; (herein after referred to as "NHB"), which expression shall include wherever the context so permits, its successors and permitted assigns:

WHEREAS the Service Provider & NHB would be having discussions and negotiations concerning _____ ("Purpose") between them as per the Service Level Agreement dated (hereinafter referred to as "SLA"). In the course of such discussions & negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential & proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as "the **Disclosing Party**" & will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as "the **Recipient/Receiving Party**", and will include its affiliates & subsidiaries and its personnel.

Now this Agreement witnesseth:-

1. **Proprietary Information:** As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as

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such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient/Receiving Party by the Disclosing party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10(ten) days after such disclosure, delivers to the Recipient/Receiving Party a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient/ Receiving party to whom such disclosure was made.

2. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far this may be required for the proper exercise of the Parties respective rights and obligations under this Agreement.
- b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer's names, customer information and business information of the Disclosing Party.
- c) Confidential information does not include information which:
 - (i) is publicly available at the time of its disclosure; or
 - (ii) becomes publicly available following disclosure; or
 - (iii) is already known to or was in the possession of Recipient/Receiving party prior to disclosure under this Agreement; or

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- (iv) is disclosed to the Recipient/Receiving party from a third party, which party is not bound by any obligation of confidentiality; or
- (v) is or has been independently developed by the Recipient/Receiving party without using the confidential information;
- (vi) is disclosed with the prior consent of the Disclosing Party.

3. **Non -Disclosure of Proprietary Information:** For the period during the agreement or its renewal, the Recipient/Receiving Party will:

- a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its own confidential information of similar importance and
- c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. **Limit on Obligations:** The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information :

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;
- b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;

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- c) becomes known to the Recipient/ Receiving Party through disclosure by any other source, other than the Disclosing party, having the legal right to disclose such Proprietary Information.
 - d) is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or
 - e) is required to be disclosed by the Recipient/ Receiving Party to comply with applicable laws or governmental regulation, provided that the Recipient/ Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.
5. **Return of Documents:** The Recipient/ Receiving Party shall, upon request of the Disclosing Party , in writing ,return to the Disclosing party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event, it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this Agreement, the Recipient/ Receiving Party will promptly return to the other part or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however the Receiving Party shall retain copies to be in compliance with its statutory, regulatory, internal policy or professional obligations.
6. **Communications :**Written communications requesting transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

_____ NATIONAL HOUSING BANK

(Service Provider)

7. Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of _____ years from the termination of the SLA.

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8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law.

9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Service Provider to NHB as a part of the outcome or deliverables under the SLA and which, in the opinion of NHB, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by NHB with such third party agency/institution for conducting such study/analysis and no prior consent of the Service Provider is required for the same. Such report/finding/document delivered/ submitted by the Service Provider to NHB shall become exclusive property of NHB and as such NHB shall not be bound by any restriction from disclosure of such report/ finding/document or content thereof, being the Receiving Party.

10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause _____ of the SLA executed between the parties hereto.

11. Miscellaneous

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.

- b) This Agreement will be binding upon & enure to the benefit of the parties hereto and it includes their respective successors & assigns

- c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

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FOR _____

FOR NATIONAL HOUSING BANK

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESSES:

1.

2.

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Annexure XXI

(Format of Bank Guarantee)

(To be executed on a non-judicial stamp paper)

To

National Housing Bank

In consideration of the National Housing Bank (hereinafter referred to as "NHB", which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees), having awarded in favour of M/s. _____ having its registered office at _____ (hereinafter referred to as "the Service Provider", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract to provide _____ on terms and conditions set out in the Request for Proposal dated....._____ ("the RFP") and the Service Level Agreement dated _____ ("the SLA") (hereinafter the RFP and the SLA are together referred to as "the Contract"), and the Service Provider having agreed to provide a Performance Bank Guarantee for the faithful performance of the services as per the terms of the "Contract" including the warranty obligations /liabilities under the contract of equivalent value amounting to _____ (Rupees _____ Only), which is ___ % of the value of the Contract, to NHB in the form of a bank guarantee,

We, _____ (Name) _____(Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) at the request of the Service Provider do hereby irrevocably guarantee for an amount of Rs. _____ (Rupees. _____) and undertake to pay NHB the guaranteed amount merely on demand, without any previous notice from NHB, without any demur or protest and without referring to any other source, any and all monies payable by the Service Provider by reason of any breach by the said Service Provider of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till _____ (day / month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Service Provider and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB is fully paid and claims satisfied or till NHB discharges this Guarantee.

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NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the Service Provider. The Bank shall not be released from its liabilities under these presents by any exercise of NHB of the liberty with reference to the matter aforesaid.

NHB shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between NHB and the Service Provider or any other course or remedy or security available to NHB and the Bank shall not be released of its obligations/ liabilities under these presents by any exercise by NHB of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of NHB or any other indulgence shown by NHB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of NHB in writing.

The Bank further agrees that the decision of NHB as to the failure on the part of the Service Provider to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to NHB hereunder shall be final, conclusive and binding on the Bank.

The Bank also agrees that NHB shall be entitled at his option to enforce this guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or guarantee that it may have in relation to the Service Provider's liabilities.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s).

Notwithstanding anything contained herein:

(a) our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____ in words);

(b) this bank guarantee shall be valid up to _____; and

(c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

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(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated