

SECTION I: INVITATION FOR BIDS (IFB)

COMPETITIVE BIDDING FOR

“Providing Multiprotocol Label Switching (MPLS) Lease Line for Video Conferencing, Data Transfer and Internet Services for a period of one year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Gandhinagar, Lucknow and Pune”

SECTION I. INVITATION FOR BIDS (IFB)

Date : 21.04.2011
 Loan No. : Ln. No 4749-IN
 IFB No. : 04/21/2011-RDD/MPLS/1

- The Government of India has received a Loan (Ln. No 4749-IN) from the International Bank for Reconstruction and Development in single currency towards the cost of Hydrology Project Phase-II and it is intended that part of the proceeds of this loan will be applied to eligible payments under the contract for which this Invitation for Bids is issued.
- The Dy. Director, River Data Directorate, Central Water Commission, 2nd Floor, Wing-4, West Block-1, R.K. Puram, New Delhi-110605 invites sealed bids from eligible bidders on behalf of the President of India for following jobs listed below :-

Name of Works	Quantity	Unit	Bid Security
1	2	3	4
Providing of 8 MBPS, MPLS Lease line including Last Mile connectivity charges at office of the Member(RM), CWC, Room No. 212 (S), Sewa Bhawan, R.K. Puram, New Delhi including hardware and software required	1	No.	Rs Twenty Seven thousand only
Providing of 2 MBPS, MPLS Lease line including Last Mile connectivity charges at office of the Chief Engineer, Krishna & Godavari Basin, CWC, 5-9-201/B&BI, Chirag Ali Lane, Hyderabad-50001.(A.P.) including hardware and software required	1	No.	
Providing of 2 MBPS, MPLS Lease line including Last Mile connectivity charges at Office of the Chief Engineer (C&SR) CWC, Sangamam, Gandhimaanagar, Peelamedu P.O.,Coimbatore-641 004. (Tamilnadu) including hardware and software required	1	No.	
Providing of 2 MBPS, MPLS Lease line including Last Mile connectivity charges at office of the Chief Engineer (MER) CWC, Plot No. 13&14, Mahanadi Bhawan, Bhoi Nagar, Bhubaneswar-751002. (Orissa) including hardware and software required	1	No.	
Providing of 2 MBPS, MPLS Lease line including Last Mile connectivity charges at office of the Chief Engineer (NTBO) CWC, Narmada Tapi Bhawan, 1st Floor, Sector-10A, Gandhinagar-382 010 (Gujarat) including hardware and software required	1	No.	
Providing of 2 MBPS, MPLS Lease line including Last Mile connectivity charges at office of the Chief Engineer, Upper Ganga Basin, CWC, Jahnvi Sadan, 21/496, Indra Nagar, Lucknow-226 016 (U.P.) including hardware and software required	1	No.	
Providing of 2 MBPS, MPLS Lease line including Last Mile connectivity charges at office of the Chief Engineer, National Water Academy, CWC, Sinhagad Road, Khadakwasla, pune- 411024 (Maharashtra) including hardware and software required	1	No.	
Providing LAN connectivity for Desktop Based Video Conferencing System at the office of the Chairman, CWC, Room No. 315 (S), Sewa Bhawan, R.K. Puram, New Delhi including hardware and software required	1	No.	



3. Interested eligible Bidders may obtain further information from the office of the Director, River Data Directorate, Central Water Commission, 2nd Floor, Wing-4, West Block-1, R.K. Puram, New Delhi-110605, Tel No. 91-11-26100285/26108075, Fax-91-11-26181267 and email-rdcdte-cwc@nic.in
4. The provisions in the Instructions to Bidders and in the General Conditions of contract are based on the provisions of the World Bank Standard Bidding Document - Procurement of Goods.
5. A complete set of bidding documents (and additional copies) may be purchased from the office of the Director, River Data Directorate, Central Water Commission, 2nd Floor, Wing-4, West Block-1, R.K. Puram, New Delhi-110605 during office hours from 1100 hrs. to 1600 hrs on payment of a non-refundable fee of Rs. 500/- in the form of cash or Demand Draft drawn on any Scheduled bank payable at SBI, R.K. Puram, New Delhi in favour of the Dy. Director, River Data Directorate, Central Water Commission, R.K. Puram, New Delhi payable at New Delhi. Bidding documents requested by post will be dispatched by registered/speed post on payment of an extra amount of Rs 150/-. The Department will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same. The bidding documents are also available under the tender page of Central Water Commission website www.cwc.gov.in. The bidders downloading the bidding document from website shall enclose the cost of tender document i.e. Rs. 500/- in the form of A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the Dy. Director, River Data Directorate, CWC, R.K. Puram, New Delhi payable at New Delhi in a separate envelope along with the bid document at the time of submission. Such downloaded bids without cost of bid document would be declared "non-responsive" and would not be considered further for bidding process.

- | | | | |
|-----|--|---|--|
| (a) | Price of bidding document | : | Rs. 500/- |
| (b) | Date of sale of documents | : | 25-04-2011 to 16-05-2011 |
| (c) | Last date and time for receipt of bids | : | 17-05-2011 up to 1500 hrs. |
| (d) | Date and time of opening of bids | : | 17-05-2011 at 1530 hrs. |
| (e) | Place of opening of bids | : | O/O DIRECTOR,
RIVER DATA DIRECTORATE,
CENTRAL WATER COMMISSION,
2 ND FLOOR, WING-4,
WEST BLOCK-1, R.K. PURAM,
NEW DELHI-110605 |

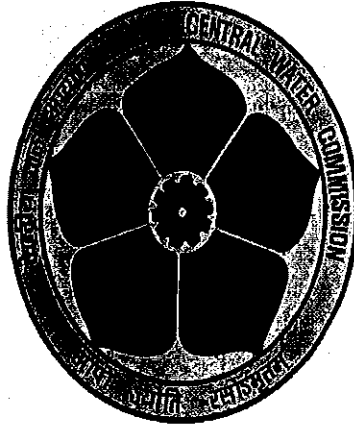
6. All bids must be accompanied by a bid security of the amount Rs. 27,000 (Rs. Twenty Seven Thousand) only in the form of the form of FDR/ TD/DD/Bankers' Cheque/NSC/BG drawn in favor of Dy. Director, River Data Directorate, Central Water Commission, New Delhi, failing which the Bid shall be rejected summarily and must be delivered to the above office on or before the date and time indicated above.
7. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
8. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
9. Firm should be registered and IT PAN /Trade Tax nos. should be given in the quotation. Copy of the Service Tax and PAN should be enclosed along the bid. TDS shall be deducted from the bill as per the prevailing Govt. Rules.
10. The tender document and other details are available on the website <http://www.cwc.nic.in>


21/04/11

DY DIRECTOR,
RIVER DATA DIRECTORATE,
CENTRAL WATER COMMISSION,

Tel No. 91-11-26100285/26108075, Fax-91-11-26181267 and email-rdcdte-cwc@nic.in

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**



COMPETITIVE BIDDING DOCUMENT

FOR

**“Providing Multiprotocol Label Switching (MPLS)
Lease Line for Video Conferencing, Data Transfer and
Internet Services for a period of one year at New Delhi,
Hyderabad, Coimbatore, Bhubaneswar, Gandhinagar,
Lucknow and Pune”**

**RIVER DATA DIRECTORATE
2ND FLOOR, WING-4, WEST BLOCK-1
R.K. PURAM, NEW DELHI-110605**

Email: rdcdte-cwc@nic.in

SAVE WATER, IT IS PRECIOUS

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
RIVER DATA DIRECTORATE

HYDROLOGY PROJECT-II

NATIONAL COMPETITIVE BIDDING FOR

“Providing Multiprotocol Label Switching (MPLS) Lease Line for Video Conferencing, Data Transfer and Internet Services for a period of one year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Gandhinagar, Lucknow and Pune”

BID REFERENCE : 04/21/2011-RDD/MPLS/1

DATE OF COMMENCEMENT OF
SALE OF BIDDING DOCUMENT : 25-04-2011

LAST DATE FOR SALE OF
BIDDING DOCUMENT : 16-05-2011

LAST DATE AND TIME FOR
RECEIPT OF BIDS : 17-05-2011 AT 15.00 Hrs.

TIME AND DATE OF OPENING
OF BIDS : 17-05-2011 AT 15.30 Hrs.

PLACE OF OPENING OF BIDS : O/O DIRECTOR,
RIVER DATA DIRECTORATE,
CENTRAL WATER COMMISSION,
2ND FLOOR, WING-4,
WEST BLOCK-1, R.K. PURAM,
NEW DELHI-110605
Tel+91-11-26100285

ADDRESS FOR COMMUNICATION : Dy DIRECTOR,
RIVER DATA DIRECTORATE,
CENTRAL WATER COMMISSION,
2ND FLOOR, WING-4,
WEST BLOCK-1, R.K. PURAM,
NEW DELHI-110605
Tel+91-11-26108075
Fax+91-11-26181267
e-mail rdccte-cwc@nic.in



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COMPETITIVE BIDDING FOR

“Providing Multiprotocol Label Switching (MPLS) Lease Line for Video Conferencing, Data Transfer and Internet Services for a period of one year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Gandhinagar, Lucknow and Pune”

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IFB No. : 04/21/2011-RDD/MPLS/1

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(a)	Price of bidding document	:	Rs. 500/-
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(d)	Date and time of opening of bids	:	17-05-2011 at 1530 hrs.
(e)	Place of opening of bids	:	O/O DIRECTOR, RIVER DATA DIRECTORATE, CENTRAL WATER COMMISSION, 2 ND FLOOR, WING-4, WEST BLOCK-1, R.K. PURAM, NEW DELHI-110605
6. All bids must be accompanied by a bid security of the amount **Rs. 27,000 (Rs. Twenty Seven Thousand)** only in the form of the form of FDR/ TD/DD/Bankers' Cheque/NSC/BG drawn in favor of **Dy. Director, River Data Directorate, Central Water Commission, New Delhi**, failing which the Bid shall be rejected summarily and must be delivered to the above office on or before the date and time indicated above.
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21/04/11

DY DIRECTOR,
RIVER DATA DIRECTORATE,
CENTRAL WATER COMMISSION,

Tel No. 91-11-26100285/26108075, Fax-91-11-26181267 and [email-rdcdte-cwc@nic.in](mailto:rdcdte-cwc@nic.in)

SECTION – II: INSTRUCTIONS TO BIDDERS

1. Scope of Works

The Dy. Director, River Data Directorate, Central Water Commission, 2nd Floor, Wing-4, West Block-1, R.K. Puram, New Delhi-110605 invites bids for “Providing Multiprotocol Label Switching (MPLS) Lease line for Video Conferencing, Data Transfer and Internet Services for a period of one Year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Gandhinagar, Lucknow and Pune” as detailed under **Section-IV - Details of work & specifications**.

Initially the contract agreement will be for a period of one year. However, the Dy. Director, River Data Directorate, CWC, New Delhi may extend contract period for a period of maximum 4 years beyond the 1st year. The Bidder will be bound to accept the extension and continuance of the services. Accordingly, rate shall also be quoted under PART-C of Section-VII: Schedule of Rates.

The successful bidder will be expected to complete the works (PART-A of **Section-IV - Details of work & specifications**) and commencement of services within **1 month** from the date of issue of Letter of Acceptance.

2. **Qualification of the bidder:** The bidder shall fulfill following Technical and General qualification criteria:-

- (a) The bidder should have minimum 3 years of experience in setting up and maintaining Wide Area Networks in India for any financial/insurance/Government organization.
- (b) The bidder should have implemented MPLS network with minimum 25 links for a single customer.
- (c) The bidder should have NOC facility and should be doing SLA compliance with capability to furnish the reports as proof through their NOC for an user organization with minimum 25 links. (Letter from user organization sample NOC reports to be submitted)
- (d) The bidder should be a firm/company incorporated in India and should have a minimum annual turnover of Rs. 5 crores in each of the last three financial years and should be in profits during the same three financial years.
- (e) The bidder should have tie up with network OEMs/VSAT manufacturers/VSAT service providers
- (f) The bidder should OWN the MPLS Backbone and should have coverage across India
- (g) The bidder with leased core backbone is not allowed to bid.
- (h) The bidder should not use RF access media for backhauling the link/core network.

The bidder shall provide qualification information which shall include:-

- (a) Total monetary value of works performed for each year of the last 3 years;
- (b) Income tax clearance certificate from the concerned IT circle;
- (c) Report on his financial standing; and
- (d) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.
- (e) Experience



3. To qualify for award of the contract the bidder:-

The Bidder should satisfy all the condition as mentioned under clause 3 above.

4. Bid Price

- a) The contract shall be for the whole works and providing services for a period of one year as described in technical specifications. Corrections, if any, shall be made by crossing out, initialing, dating, and rewriting.
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) Bidder shall also quote rate for the providing MPLS Lease line services for 2nd, 3rd, 4th & 5th Year under PART-C of SECTION-VII: SCHEDULE OF RATES.

5. Submission of Bids

5.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the bid.

5.2 Each bidder shall submit only one bid.

5.3 The set of bidding documents comprise of the following:

- i. Invitation for bids;
- ii. Instruction to bidders;
- iii. Qualification information;
- iv. Detailed of works and Specifications;
- v. Schedule of Quantities;
- vi. Bid Forms;
- vii. Schedule of Rates;
- viii. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.

5.4 The bid submitted by the bidder shall comprise the following:-

- (a) Bid Security of requisite amount;
- (b) Qualification information form given in Section-III duly completed.
- (c) Bid in the format given in Section-VI.
- (d) Signed Schedule of Rates as per format given in Section-VII ;
- (e) List of equipments (with make, model & quantity) to be installed at each location and brief of works to be carried out for commencement of services;
- (f) Performance certificates from the user's as per proforma given at SECTION-X.



5.5 The bidder shall seal the bid in an envelope addressed to the **Dy. Director, River Data Directorate, Central Water Commission, 2nd Floor, Wing-4, West Block-1, R.K. Puram, New Delhi-110605**. The envelope will also bear the following identification:-

- Bid for **“Providing Multiprotocol Label Switching (MPLS) Lease line for Video Conferencing, Data Transfer and Internet Services for a period of one Year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Ghandhinagar, Lucknow and Pune”**
- Do not open before **17-05-2011 at 1530 hrs.**

5.6 Bids must be received in the office of the **Dy Director, River Data Directorate, Central Water Commission, 2nd Floor, Wing-4, West Block-1, R.K. Puram, New Delhi-110605** not later than the time and date given in the invitation for bids. If the specified date is declared a holiday, bids shall be received up to the appointed time on the next working day.

5.7 Any bid received by the **Dy Director, River Data Directorate, Central Water Commission, 2nd Floor, Wing-4, West Block-1, R.K. Puram, New Delhi-110605** after the deadline for submission of bids will be rejected and returned unopened to the bidder.

6. **Validity of Bid**

Bid shall remain valid for a period not less than **45 days** after the deadline date specified for submission.

7. **Opening of Bids**

Bids will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in sub-clause 5.6 above.

8. **Information** relating to evaluation of bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

9. **Evaluation of Bids**

The Employer will evaluate and compare the bids determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 3 above;
- (b) are properly signed ; and
- (c) conform to the terms and conditions, specifications and drawings without material deviations.

10. **Award of contract**

The Purchaser will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the overall lowest evaluated bid price considering one time capital cost, recurrent cost for 1st year, 2nd year, 3rd year, 4th year and 5th year and who meets the specified qualification criteria.



- 10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract.
- 10.2 The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the bid validity period.

11. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the **Dy. Director, River Data Directorate, Central Water Commission, 2nd Floor, Wing-4, West Block-1, R.K. Puram, New Delhi-110605** the **Performance Security and Security Deposit** in the form of FDR/ TD/NSC/BG in favor of the **Dy. Director, River Data Directorate, Central Water Commission, R.K. Puram, New Delhi** for an amount equivalent of 10% of the contract price. The **Performance Security and Security Deposit** shall be valid till the expiry of the period of maintenance of the work, specified in clause 12. For Bank Guarantee proforma is given at Section-XI.

12. Defects Liability:

The "Defects Liability Period" for the work is one year from the date of installation of equipments and start of services. During this period, the contractor will be responsible for rectifying any defects in works free of cost to the Purchaser.

13. Arrangements of all materials and machines including labours shall be the responsibility of the contractor.

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SECTION-III : FORMAT FOR QUALIFICATION INFORMATION

1 For Individual Bidders

1.1 Principal place of business: _____

Power of attorney of signatory of Bid.
[Attach copy]

1.2 Total value of work performed in the last 2010-11 Rs. _____
three years (in Rs. Lakhs) 2009-08 Rs. _____
2008-07 Rs. _____

1.3 Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of work</u>	<u>Contract No.</u>	<u>Value of contract (Rs.Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion</u>
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Existing commitments and on-going works:

<u>Description of Work</u>	<u>Place & State</u>	<u>Contract No. & Date</u>	<u>Value of Contract (Rs. Lakh)</u>	<u>Stipulated period of completion</u>	<u>Value of works* remaining to be completed (Rs. Lakhs)</u>	<u>Anticipated date of completion</u>
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* Enclose a certificate from Engineer concerned.

** Modify as appropriate.



1.4 Proposed subcontracts and firms involved.

Sections of the works	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar work
*	*	*	*
*	*	*	*
*	*	*	*
*	*	*	*

- 1.5 Evidence of access to financial resources to meet the requirement of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- 1.6 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.
- 1.7 Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

- 1.8 Copies of supporting document for other eligibility criteria referred in ITB clause 2.

SECTION-IV: DETAILS OF WORK & SPECIFICATIONS

Name of work: “Providing Multiprotocol Label Switching (MPLS) Lease line for Video Conferencing, Data Transfer and Internet Services for a period of one year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Gandhinagar, Lucknow and Pune”

Central Water Commission has placed order for supply of Video Conferencing Equipments of RADVISION make. These Video Conferencing equipment should be installed at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Gandhinagar, Lucknow and Pune offices. New Delhi will be central location for Video Conferencing. Equipment are of High Definition for which 2 MBPS, MPLS lease lines are required at end points and 8 MBPS, MPLS Lease line will be required at Central location i.e. New Delhi. One Desktop Video Conferencing System shall also be installed at Chairman, CWC office located at 3rd Floor, Sewa Bhawan, R.K. Puram, New Delhi. Cable connectivity to this location through Local Network shall also be required.

PART-A: Details of Works for commencement of services:

S. No.	Name of Works	Quantity	Unit	Completion period
1	2	3	4	5
1	Installation of equipments including last mile connectivity and commencement of service for providing of 8 MBPS, MPLS Lease line at office of the Member(RM), CWC, Room No. 212 (S), Sewa Bhawan, R.K. Puram, New Delhi (Central Location) including hardware and software required	1	No.	1 month
2	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer, Krishna & Godavari Basin, CWC, 5-9-201/B&BI, Chirag Ali Lane, Hyderabad-50001.(A.P.) including hardware and software required	1	No.	1 month
3	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer (C&SR) CWC, Sangamam, Gandhimaanagar, Peelamedu P.O., Coimbatore-641 004. (Tamilnadu) including hardware and software required	1	No.	1 month
4	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer, Mahanadi & Eastern Rivers, CWC, Plot No. 13&14, Mahanadi Bhawan, Bhoi Nagar, Bhubaneswar- 751002 (Orissa) including hardware and software required	1	No.	1 month
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7	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer, National Water Academy, CWC, Sinhagad Road, Khadakwasla, pune-411024 (Maharashtra) including hardware and software required	1	No.	1 month
8	Installation of equipments including LAN connectivity and commencement of service for Desktop Based Video Conferencing System at the office of the Chairman, CWC, Room No. 315 (S), Sewa Bhawan, R.K. Puram, New Delhi including hardware and software required	1	No.	1 month

PART-B: Continuation of services after commencement:

<u>S. No.</u>	<u>Name of Works</u>	<u>Quantity</u>	<u>Unit</u>	<u>Service period</u>
1	Providing Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing, Data Transfer and Internet for a period of one Year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Gandhinagar, Lucknow and Pune" after commencement of services for 1 st year.	1	Job	One year

PART-C: Continuation of services after one year of commencement of services:

<u>S. No.</u>	<u>Name of Works</u>	<u>Quantity</u>	<u>Unit</u>	<u>Service period</u>
1	Providing Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing, Data Transfer and Internet for a period of one Year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Gandhinagar, Lucknow and Pune" after commencement of services for 2 nd Year.	1	Job	One year
2	Providing Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing, Data Transfer and Internet for a period of one Year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Gandhinagar, Lucknow and Pune" after commencement of services for 3 rd Year.	1	Job	One year
3	Providing Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing, Data Transfer and Internet for a period of one Year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Gandhinagar, Lucknow and Pune" after commencement of services for 4 th Year.	1	Job	One year
4	Providing Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing, Data Transfer and Internet for a period of one Year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Gandhinagar, Lucknow and Pune" after commencement of services for 5 th Year.	1	Job	One year



Technical Specifications:

1. The OEM's equipment offered as part of the tender should be of Cisco, 3Com or any other reputed make having international standard.
2. Last mile connectivity should be on Copper or Fiber based only.
3. Service Provider will be responsible for getting permission from the municipal corporation or other authority for laying Optical fiber or Copper cable at all location for providing MPLS Lease line. All expenditure involved in this regards will be borne by the firm / Service provider.
4. MPLS lease line shall meet atleast Layer 3 Global MPLS service specifications:
5. It should support VC and data transfer and Internet services
6. It should support of any-to-any meshed connectivity
7. It should support on variety of CE-PE routing protocol like Static, OSPF and BGP
8. It should support multiple class of services
9. It should have Flexible physical access port ranging from T1/ E1, DS3, STM1 to FE
10. Service level guarantee should be provided on uptime, availability, latency, packet loss and jitter (for voice traffic only) throughout the year.
11. Uptime requirement for all the links is 99.98% or above.
12. Service Provider(SP) to provide MPLS VPN connectivity on Wired media for all the locations
13. SP to connect the Hub location on its own OFC infrastructure and to install MUX at the Hub location.
14. SP to support at least four Class of Service on the MPLS Network
15. SP to provide Ethernet or V.35 interfaces at all the locations

Details of address & Telephone numbers of the offices where MPLS lease line is to be provided are as under:

Name of the office with Postal Address	Telegraphic Address and Telex/Fax No.	Telephone NO. Office
Chairman, CWC, Room No. 315 (S), Sewa Bhawan, R.K. PUram, New Delhi	011-26108614	011-26108855
Member(RM), CWC, Room No. 212 (S), Sewa Bhawan, R.K. PUram, New Delhi	011-26101749	011-26103221
Chief Engineer, Krishna & Godavari Basin Organisation, CWC, 5-9-201/B&BI, Chirag Ali Lane, Hyderabad-50001.(A.P.)	040-23308642	040-23308640
Chief Engineer, Narmada & Tapi Basin Organisation, CWC, Narmada Tapi Bhawan, 1st Floor, Sector-10A, Gandhinagar-382 010 (Gujarat)	079-23246115	079-23245427
Chief Engineer, Cauvery & Southern Rivers Organisation, CWC, Sangamam, Gandhimaanagar, Peelamedu P.O., Coimbatore-641 004. (Tamilnadu).	0422-2512243	0422-2512242
Chief Engineer, Upper Ganga Basin Organisation, CWC, Jahnvi Sadan, 21/496, Indra Nagar, Lucknow-226 016 (U.P.)	0522-2715834	0522-2715832
Chief Engineer, Mahanadi & Eastern Rivers Organisation, CWC, Plot No. 13&14, Mahanadi Bhawan, Bhoi Nagar, Bhubaneswar- 751002 (Orissa)	0674-2545537	0674-2545536
Chief Engineer, National Water Academy, CWC, Singhgad Road, Khadakwasla, Pune – 411 024.	020-24380110	020-24380678



SECTION-V: SCHEDULE OF QUANTITIES

Name of work: “Providing Multiprotocol Label Switching (MPLS) Lease line for Video Conferencing, Data Transfer and Internet Services for a period of one year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Gandhinagar, Lucknow and Pune”

The approximate schedule of quantities is indicated below to give an idea of the work which should be executed in accordance with the approved specifications to enable the bidder to furnish the rate/ price. Bidders may, however, note that no variation in the rate cost is acceptable (except where extra items are ordered by the Engineer-in-charge). However there may be variation in individual items of work for which payments will be made according to the actual quantity of work done as per the offer rate for that items.

PART-A: Details of Works for commencement of services:

S. No.	Name of Works	Quantity	Unit	Completion period
1	2	3	4	5
1	Installation of equipments including last mile connectivity and commencement of service for providing of 8 MBPS, MPLS Lease line at office of the Member(RM), CWC, Room No. 212 (S), Sewa Bhawan, R.K. Puram, New Delhi (Central Location) including hardware and software required	1	No.	1 month
2	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer, Krishna & Godavari Basin, CWC, 5-9-201/B&BI, Chirag Ali Lane, Hyderabad-50001.(A.P.) including hardware and software required	1	No.	1 month
3	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer (C&SR) CWC, Sangamam, Gandhimaanagar, Peelamedu P.O., Coimbatore-641 004. (Tamilnadu) including hardware and software required	1	No.	1 month
4	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer, Mahanadi & Eastern Rivers, CWC, Plot No. 13&14, Mahanadi Bhawan, Bhoi Nagar, Bhubaneswar- 751002 (Orissa) including hardware and software required	1	No.	1 month
5	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer (NTBO) CWC, Narmada Tapi Bhawan, 1 st Floor, Sector-10A, Gandhinagar-382 010 (Gujarat) including hardware and software required	1	No.	1 month
6	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer, Upper Ganga Basin, CWC, Jahnvi Sadan, 21/496, Indra Nagar, Lucknow-226 016 (U.P.) including hardware and software required	1	No.	1 month



7	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer, National Water Academy, CWC, Sinhagad Road, Khadakwasla, pune-411024 (Maharashtra) including hardware and software required	1	No.	1 month
8	Installation of equipments including LAN connectivity and commencement of service for Desktop Based Video Conferencing System at the office of the Chairman, CWC, Room No. 315 (S), Sewa Bhawan, R.K. Puram, New Delhi including hardware and software required	1	No.	1 month

PART-B: Continuation of services after commencement:

<u>S. No.</u>	<u>Name of Works</u>	<u>Quantity</u>	<u>Unit</u>	<u>Service period</u>
1	Providing Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing, Data Transfer and Internet for a period of one Year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Ghandhinagar, Lucknow and Pune" after commencement of services for 1 st year.	1	Job	One year

PART-C: Continuation of services after one year of commencement of services:

<u>S. No.</u>	<u>Name of Works</u>	<u>Quantity</u>	<u>Unit</u>	<u>Service period</u>
1	Providing Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing, Data Transfer and Internet for a period of one Year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Ghandhinagar, Lucknow and Pune" after commencement of services for 2 nd Year.	1	Job	One year
2	Providing Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing, Data Transfer and Internet for a period of one Year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Ghandhinagar, Lucknow and Pune" after commencement of services for 3 rd Year.	1	Job	One year
3	Providing Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing, Data Transfer and Internet for a period of one Year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Ghandhinagar, Lucknow and Pune" after commencement of services for 4 th Year.	1	Job	One year
4	Providing Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing, Data Transfer and Internet for a period of one Year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Ghandhinagar, Lucknow and Pune" after commencement of services for 5 th Year.	1	Job	One year

SECTION-VI: BID FORM

To,

Dy. Director, River Data Directorate,
Central Water Commission,
2nd Floor, Wing-4, West Block-1,
R.K. Puram, New Delhi-110605

Subject: "Providing Multiprotocol Label Switching (MPLS) Lease line for Video Conferencing, Data Transfer and Internet Services for a period of one Year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Gandhinagar, Lucknow and Pune"

Reference : Letter No.....dated.....from.....

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at a total Fixed Contract Price of -

Rs. _____ [in figures]

Rs. _____ [in words].

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We hereby confirm that this bid is valid for **45 days** as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature : _____ Date: _____

Name & Title of Signatory : _____

Name of Bidder : _____

Address : _____



SECTION-VII: SCHEDULE OF RATES

Description of the Works: "Providing Multiprotocol Label Switching (MPLS) Lease line for Video Conferencing, Data Transfer and Internet Services for a period of one Year at New Delhi, Hyderabad, Coimbatore, Bhubaneswar, Gandhinagar, Lucknow and Pune.

PART-A: Rates for installation & commencement of services:

S. No.	Name of Works	Quantity	Unit	Rate in INR	Amount in INR
1	2	3	4	5	6
1	Installation of equipments including last mile connectivity and commencement of service for providing of 8 MBPS, MPLS Lease line at office of the Member(RM), CWC, Room No. 212 (S), Sewa Bhawan, R.K. Puram, New Delhi (Central Location) including hardware and software required	1	No.		
2	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer, Krishna & Godavari Basin, CWC, 5-9-201/B&BI, Chirag Ali Lane, Hyderabad-50001.(A.P.) including hardware and software required	1	No.		
3	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer (C&SR) CWC, Sangamam, Gandhimaanagar, Peelamedu P.O., Coimbatore-641 004. (Tamilnadu) including hardware and software required	1	No.		
4	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer, Mahanadi & Eastern Rivers, CWC, Plot No. 13&14, Mahanadi Bhawan, Bhoi Nagar, Bhubaneswar- 751002 (Orissa) including hardware and software required	1	No.		
5	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer (NTBO) CWC, Narmada Tapi Bhawan, 1 st Floor, Sector-10A, Gandhinagar-382 010 (Gujarat) including hardware and software required	1	No.		
6	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer, Upper Ganga Basin, CWC, Jahnvi Sadan, 21/496, Indra Nagar, Lucknow-226 016 (U.P.) including hardware and software required	1	No.		



7	Installation of equipments including last mile connectivity and commencement of service for providing of 2 MBPS, MPLS Lease line at office of the Chief Engineer, National Water Academy, CWC, Sinhagad Road, Khadakwasla, pune- 411024 (Maharashtra) including hardware and software required	1	No.		
8	Installation of equipments including LAN connectivity and commencement of service for Desktop Based Video Conferencing System at the office of the Chairman, CWC, Room No. 315 (S), Sewa Bhawan, R.K. Puram, New Delhi including hardware and software required	1	No.		
9	VAT on material required for item 1 to 8				
10	Service Tax on item 1 to 8				
	Total				

Note: Cost of Router and other hardware etc. required for providing MPLS Lease line should not be included in the capital cost for commencement of services. Its cost should be on rental basis and rent for each year should be included in the PART -B & PART-C.

PART-B: Rates for continuation of services after commencement:

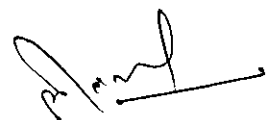
<u>S. No.</u>	<u>Name of Works</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate in INR For 1st year</u>	<u>Amount in INR</u>
1	2	3	4	5	6
1	Providing 8 MBPS, Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing, Data Transfer and Internet for a period of one Year at New Delhi after commencement of services for 1 st year.	1	Job		
2	Providing 2 MBPS, Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing Data Transfer and Internet for a period of one Year at Hyderabad, after commencement of services for 1 st year.	1	Job		
3	Providing 2 MBPS, Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing Data Transfer and Internet for a period of one Year at Coimbatore after commencement of services for 1 st year.	1	Job		
4	Providing 2 MBPS, Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing Data Transfer and Internet for a period of one Year at Bhubaneswar after commencement of services for 1 st year.	1	Job		
5	Providing 2 MBPS, Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing Data Transfer and Internet for a period of one Year at Gandhinagar after	1	Job		

	commencement of services for 1 st year.				
6	Providing 2 MBPS, Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing Data Transfer and Internet for a period of one Year at Lucknow after commencement of services for 1 st year.	1	Job		
7	Providing 2 MBPS, Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing Data Transfer and Internet for a period of one Year at Pune after commencement of services for 1 st year.	1	Job		
8	Providing LAN connectivity and commencement of service for Desktop Based Video Conferencing System at the office of the Chairman, CWC, R.K. Puram, New Delhi	1	Job		
9	Service Tax on item 1 to 8				
	Total				

PART-C: Rates for continuation of services after one year of commencement of services:

S. No.	Name of Works	Quantit Y	Unit	Rate in INR				Total amount in INR for 4 years
				2 nd year	3 rd Year	4 th Year	5 th Year	
1	2	3	4	5	6	7	8	9
1	Providing 8 MBPS, Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing, Data Transfer and Internet for a period of one Year at New Delhi after commencement of services for 1 st year.	1	Job					
2	Providing 2 MBPS, Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing Data Transfer and Internet for a period of one Year at Hyderabad, after commencement of services for 1 st year.	1	Job					
3	Providing 2 MBPS, Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing Data Transfer and Internet for a period of one Year at Coimbatore after commencement of services for 1 st year.	1	Job					
4	Providing 2 MBPS, Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing Data Transfer and Internet for a period of one Year at	1	Job					

	Bhubaneswar after commencement of services for 1 st year.							
5	Providing 2 MBPS, Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing Data Transfer and Internet for a period of one Year at Ghandhinagar after commencement of services for 1 st year.	1	Job					
6	Providing 2 MBPS, Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing Data Transfer and Internet for a period of one Year at Lucknow after commencement of services for 1 st year.	1	Job					
7	Providing 2 MBPS, Multiprotocol Label Switching (MPLS) Lease line services for Video Conferencing Data Transfer and Internet for a period of one Year at Pune after commencement of services for 1 st year.	1	Job					
8	Providing LAN connectivity and commencement of service for Desktop Based Video Conferencing System at the office of the Chairman, CWC, R.K. Puram, New Delhi	1	Job					
9	Service tax on item 1 to 8							
	Total cost for (2nd, 3rd, 4th and 5th Year)							



**SECTION-VIII: LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK**

(LETTERHEAD OF THE EMPLOYER)

Dated : _____

To : _____ [Name and address of the Contractor]

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ for the contract price of Rupees _____ [amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish performance security and security deposit for an amount of Rs. _____ (equivalent to 10% of the contract price) within 15 days of the receipt of the letter. The Performance Security & Security Deposit in the form of FDR/ TD/NSC/BG in favour of Dy. Director, River Data Directorate, Central Water Commission, R.K. Puram, New Delhi shall be valid till the expiry of the period of maintenance i.e. upto _____. Failure to furnish the Performance Security & Security Deposit will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than _____ under the instructions of the Engineer, _____ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security & Security Deposit, contract for the above said work stands concluded.

Yours faithfully,

**Authorized Signature
Name and title of Signatory**



**SECTION-IX: Draft Agreement form for
 "Providing Multiprotocol Label Switching (MPLS) Lease line for Video Conferencing, Data
 Transfer and Internet Services for a period of one Year at New Delhi, Hyderabad,
 Coimbatore, Bhubaneswar, Gandhinagar, Lucknow and Pune"
 through Lump sum Contract**

ARTICLES OF AGREEMENT

1. This deed of agreement is made in the form of agreement on _____ day
 _____ month _____ 2011, between the
 _____ (Name of Purchaser) or his authorized representative
 (hereinafter referred to as the first party) and _____ (Name of the
 Contractor), S/O _____ resident of _____ (hereinafter referred to as
 the second party), to execute the work of construction of _____
 (hereinafter referred to as works) on the following terms and conditions.

2. Cost of the Contract

The total cost of the works (hereinafter referred to as the "total cost") is Rs. _____ as
 reflected in SECTION-VI: SCHEDULE OF RATE (PART-A & PART-B).

3. Payments under its contract:

Payments to the second party for the work will be released by the first party in the following
 manner:-

After installation of equipment and start of the services, pre receipted bill in triplicate must be
 sent in this office as per following payment schedule:

S. No.	Particulars of items	% of Payment
1.	On installation of equipments and start of MPLS Lease line Services	100% of Part A
2.	On providing MPLS Lease line service satisfactorily during 1 st quarter and after completion of 1 st quarter	25% of Part B
3.	On providing MPLS Lease line service satisfactorily during 2 nd quarter and after completion of 2 nd quarter	25% of Part B
4.	On providing MPLS Lease line service satisfactorily during 3 rd quarter and after completion of 3 rd quarter	25% of Part B
5.	On providing MPLS Lease line service satisfactorily during 4 th quarter and after completion of 4 th quarter	25% of Part B

Amount must be written in figures as well as in words in the bill. Payment will be made through crossed cheque of SBI, R.K. Puram, New Delhi. TDS and other deduction will be made as per the prevailing Govt. Rules.

In case contract is extended beyond 1st year, payment will be made on quarterly basis on rates mentioned in PART-C and accepted by competent authority.

4. Notice by Contractor to Engineer

The second party, on the works reaching each stage of progress, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying payments due to the contractor, issuing and valuing variations to the contract, awarding extension of time etc.) to visit the site for certification of stage completion. Within 07 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

5. Completion time

The works should be completed in **01 month** from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- a) The first party does not give access to the site or a part thereof by the agreed period.
- b) The first party orders a delay or does not provide records, specifications or instructions for execution of the work on time.
- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
- d) Payments due to the second party are delayed without reason.
- e) Certification for stage completion of the work is delayed unreasonably.

7. Any willful delay on the part of the second party in completing the works mentioned under PART-A of Section-IV, within the stipulated period will render him liable to pay liquidated damages. **@ Rs. 500 per day** which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds **2 % of the contract amount**.



8. Duties and responsibilities of the first party

- 8.1** The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of works to ensure that it is as per the norms.
- 8.2** The first party shall supply records, specifications and guidelines to the second party for the proposed works regularly.
- 8.3** Possession of the site will be handed over to the second party within week of signing of the agreement.
- 8.4** The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5** The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the works. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the second party

9.1 The second party shall:

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the works;
- c) regularly supervise and monitor the progress of work;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding works;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
- f) ensure that the work is carried out in accordance with specifications and within the total of the contract amount without any cost escalation;
- g) keep the first party informed about the progress of work ;



- h) be responsible for all security and watch and ward arrangements at site till handing over of the works to the first party ; and
- i) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- j) pay all duties, taxes and other levies payable to agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law);
- k) ensure fulltime availability of band width at all location as specified in SECTION-IV: DETAILS OF WORKS AND SPECIFICATION.

10. Variations / Extra Items

The works shall be executed by the second party in accordance with the approved specifications. No variation in cost is acceptable. However, if the Engineer issues instructions for execution of extra items, the following procedure shall be followed:-

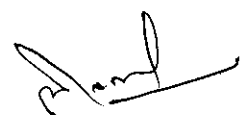
- a) The second party shall provide the Engineer with a bid for carrying out the extra items when requested to do so by the Engineer. The Engineer shall assess the bid, which shall be given within seven days of the request before the extra items are ordered.
- b) If the bid given by the second party is unreasonable, the Engineer may order the extra items and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the extra items on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

11. Securities

The Performance Security & Security Deposit shall be provided to the 1st Party, not later than the date specified in the Letter of Acceptance and shall be issued in an amount and in the form as mentioned. The Performance Security & Security Deposit shall be valid covering the whole contract period.

12. Penalty: Uptime requirement for all the links is 99.98% or above. Lower uptime shall invite penalty as under: -

- i. @ Rs. 2000.00 per calendar day per link for disruption/failure of links beyond one hour due to any reasons.
- ii. @ 5000.00 per calendar day for failure of Internet bandwidth, beyond one hour due to any reasons.
- iii. Period of Internet bandwidth failure shall also be counted towards failure of all the links.



13. Termination

- 13.1 The 1st Party may terminate the Contract if the 2nd party causes a fundamental breach of the Contract.
- 13.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) the 2nd Party stops work/services for 07 days and the stoppage has not been authorized by the Engineer;
 - (b) the 2nd Party has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) the Engineer-in-charge gives notice that failure to correct a particular defect is a fundamental breach of Contract and the 2nd Party fails to correct it within a reasonable period of time determined by the Engineer;
 - (d) the 2nd party does not maintain a security which is required;
- 13.3 Notwithstanding the above, the 1st Party may terminate the Contract for convenience.
- 13.4 If the Contract is terminated, 2nd party shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

14. Payment upon Termination

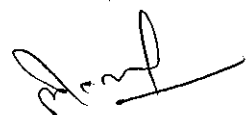
- 14.1 If the Contract is terminated because of a fundamental breach of Contract by the 2nd Party, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.
- 14.2 If the Contract is terminated at the 1st Party's convenience, the Engineer-in-charge shall issue a certificate for the value of the work done, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the 2nd Party's costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

15. Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.



In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Chief Engineer / Superintending Engineer, (not connected in part or whole with this Project in his service) to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a name, possibly "R. Singh" or similar, written in a cursive script.

**SECTION-X: FORMAT FOR PERFORMANCE CERTIFICATE
(On the user's department letter head)**

Certified that the all necessary equipments for providing _____ MBPS, MPLS Lease line has been installed at _____ (Name of Office) and _____ MBPS, MPLS Lease line has been made operational from _____ (Date of Commencement of services) in respect of Work Awarded for _____ (Name of Work). The MPLS lease line services at _____ (Name of Locations) has been executed in accordance with the approved technical specifications and working satisfactorily w.e.f. _____ to _____.

Signature _____

Name & Designation:
Official address:

Place :
Date :

Office seal



SECTION-XI: PERFORMANCE SECURITY FORM (for BG)

To:

**DY. DIRECTOR
RIVER DATA DIRECTORATE
2ND FLOOR, WING-4, WEST BLOCK-1
R.K. PURAM, NEW DELHI-110605**

WHEREAS..... (Name of Service Provider) hereinafter called "the Supplier" has undertaken, in pursuance of Contract (Notification of Award) No..... dated,..... 2011 to execute the work.....(Description of Works and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

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

Date.....20....

Address:.....

.....
.....



**SECTION-XII: LIST OF EQUIPMENTS AND BRIEF DETAILS OF WORKS
TO BE CARRIED OUT BY SERVICE PROVIDER**

(To be provided by bidder)

A: LIST OF EQUIPMENTS

Location	Name of equipments	Make & model	Quantity
New Delhi (Central Location)			
Gandhinagar			
Hyderabad			
Bhubaneshwar			
Coimbatore			
Lucknow			
Pune			
New Delhi (Chairman, CWC office)			

B: BRIEF DETAILS OF WORKS

