

 NIT No: CSD/WAN/2013/373	Leased line Data Service for Wide Area Network at Nalco
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NOTICE INVITING TENDER

NIT No: CSD/WAN/2013/373

Dt. 22/01/2013

M/s

Sub: Leased line Data Service for Wide Area Network at Nalco.

Dear Sir,

- 1.0 In reference to our earlier Work Order No: CSD/BE5164/691 , Dated:10/06/2009, this NIT is being issued to seek offer from BSNL on nomination basis to execute the service “Leased line Data Service for Wide Area Network at Nalco” with similar terms and conditions. The link from Bhubaneswar to Refinery shall be 4 Mbps instead of 3 Mbps and One additional Link 2 Mbps from Smelter Plant, Angul to Refinery Plant, Damanjodi has been added as in table 3.2 at Annexure-1 in Scope of work attached herewith.

The Technical specifications, Functional requirements, Instruction to bidders, terms and conditions, Price bid formats, Other Documents to be submitted are specified in Annexures-1 to Annexures-13.

- 2.0 NALCO invites sealed bids under single stage two bid systems (**Part-I:** Techno- Commercial Bid- Un-priced and **Part-II:** Price Bid) for “Leased line Data Service for Wide Area Network at Nalco” .
- 3.0 The scope of work shall cover the commissioning of Leased line data service described in Annexure-1 of the NIT document.

4.0 Salient features of Tender Document

a)	Tender No.	:	NIT No: CSD/WAN/2013/373
b)	Earnest Money Deposit (EMD) in the form of Bank Guarantee/Demand Draft	:	NIL
c)	Last date and time for receipt of Bids	:	1230 Hrs. (IST) on 13/02/2013
d)	Opening of Un-priced Bid	:	1530 Hrs. (IST) on 13/02/2013 in presence of authorized representatives of attending bidders.

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5.0 The lists of documents that comprise the Tender Document are as follows:

Annexure-1	Scope of Work	Annexure-8	List of standardized Banks
Annexure-1(A)	Technical Specifications	Annexure-9	Contract Agreement
Annexure-1(B)	Functional Requirement	Annexure-10	Bank Mandate Form
Annexure-2	Instructions to Bidders	Annexure-11	Primary Carrier bandwidth service and nearest POP Address
Annexure-3	Special Terms and Condition	Annexure-12	Deviation statement
Annexure-4	General Terms and Condition	Annexure-13 (A & B)	Price Bid- (A) One Time Charges, (B) Recurring Charges
Annexure-5	Questionnaire		
Annexure-6	List of documents to be submitted		
Annexure-7	Performance Bank Guarantee		

6.0 Sealed bids will be received up to last date and time specified in Para 4.c above or extended bid due date, as the case may be, in the Office of Senior Manager (Systems), Corporate Systems Dept., NALCO, NALCO Bhavan, P-1, Nayapalli, Bhubaneswar – 751 061, Odisha.

7.0 The First Part i.e. TECHNO-COMMERCIAL BID should contain the followings:
Detailed Technical Specifications, confirmation and compliance to various parameters from Annexure-1 to Annexure-13.

7.1 A copy of Questionnaire at Annexure-5.

7.2 A copy of Proforma for Price Bid i.e. Annexure-13 (A & B) duly filled in all respects except price figures.

7.3 Other documents as per the list provided at Annexure-6.

7.4 The above information with relevant documents shall be submitted in a sealed envelope super scribed with the following words “Techno-commercial Bid part-I against Tender Enquiry No.CSD/WAN/2013/373 dtd.22/01/2013 for “Leased line Data Service for Wide Area Network at Nalco”– Submission on or before dt. 13/02/2013 by 1230 Hrs. (IST)”.

8.0 The Second Part i.e. PRICE BID should contain item wise price in a sealed envelope super scribed with the following words “Price Bid part-II against Tender Enquiry No.CSD/WAN/2013/373 dtd. 22/01/2013 for “Leased line Data Service for Wide Area Network at Nalco”- Submission on or before dt. 13/02/2013 by 1230 Hrs. (IST)”.

9.0 Please keep the above two envelopes i.e. “7” & “8” in another envelope duly sealed and super scribed with words “This envelope contains part-I and part-II Bids separately for Tender No. CSD/WAN/2013/373 dtd. 22/01/2013 for “Leased line Data Service for Wide Area Network at Nalco”– Submission on or before dt. 13/02/2013 by 1230 Hrs. (IST)”.

10.0 The tender received after the due date and time of submission of the tender shall be rejected. Please ensure submission of tenders in time and complete in all respects. NALCO shall not take any responsibility for postal delay and/or misplacement.

- 11.0 Part – I of the bid i.e. techno-commercial bids will be opened at time and date specified above or extended date, as case may be. Price Bids of only technically & commercially acceptable bidders will be opened after scrutiny of Techno-commercial Bids. Date for price bid opening shall be announced to the techno-commercially acceptable bidders separately
- 12.0 The Vendor shall strictly quote as per the format prescribed for Price Bid as at Annexure-13 (A & B) and confirm the same in their Techno-commercial Bid.
- 13.0 Tenderers to note that tender evaluation shall be governed by relevant and applicable regulations/guidelines of Govt. of India at the time order finalization.
- 14.0 Nalco reserves the right to either (i) change/cancel any of the above programme/proposal or (ii) accept/reject any of the tenders submitted on whole or in part without any notice or without assigning any reason thereof.
- 15.0 Kindly note that any service offered with any special/additional features or configurations compared to the ones asked for in the NIT, will be treated at par with the other acceptable bids as per tender requirement and evaluated accordingly.

Thanking you,
Yours sincerely,
For National Aluminum Company Limited

[Sudhakar Sahoo]

Senior Manager (Systems)
National Aluminium Company Limited,
NALCO Bhavan, P/1, Nayapalli,
Bhubaneswar – 751061, Odisha, India.

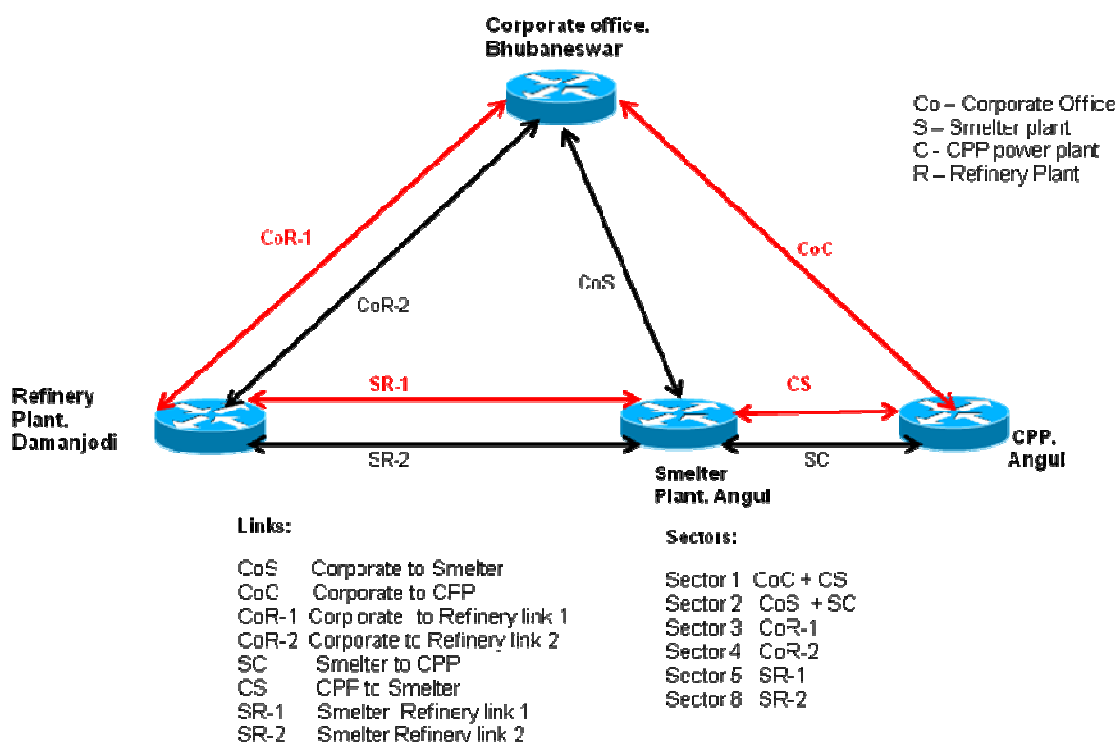
Tel: (0674)2300899, 9437002631
Fax: (0674)2300499, E-mail: sudhakarsahoo@nalcoindia.co.in

Annexure-1

SCOPE OF WORK

- 1.0 Nalco requires the services from two independent Service Providers for connectivity between Corporate Office to S & P Complex (BBSR-Angul Zone), Corporate Office to M & R Complex (BBSR-Damanjodi Zone) and S & P Complex to M & R Complex (Angul-Damanjodi Zone). Each Zone shall have 2 different service providers for high link availability. One of the service providers shall be BSNL.
- 2.0 The topology of connectivity will be as follows.

NALCO WAN SCHEMATIC DIAGRAM



- 2.1 The total topology is divided into two packages i.e. Package-A and Package-B. Items included in both the packages are given below:

Package-A		Package-B	
Sector-1	Corporate to CPP and CPP to Smelter Link (CoC and CS)	Sector-2	Corporate to Smelter and Smelter to CPP Link (CoS and SC)
Sector-3	Corporate to Refinery Link-1 (CoR-1)	Sector-4	Corporate to Refinery Link-2 (CoR-2)
Sector-5	Smelter to Refinery Link-1 (SR-1)	Sector-6	Smelter to Refinery Link-2 (SR-2)

- 2.2 Package-B shall be availed from BSNL. Both the Package-A and Package-B will fall back to each other
- 2.3 **Route between Angul & Damanjodi via Bhubaneswar and Direct route between Angul & Damanjodi shall have not same Physical Path. This is required for high availability Link to Damanjodi. If there is a fiber cut in one path, it shall not affect the other path. Supporting document in this regard shall be attached in your offer.**

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3.0 **(A) TECHNICAL SPECIFICATIONS**

3.1 The lease line connectivity shall be provided by OFC / Copper wire / licensed band wireless last mile connectivity to our Nalco Corp office, Bhubaneswar and the production units i.e Smelter, CPP and Alumina Refinery.

3.2 **Bandwidth & Locations:**

Details of location-wise bandwidth requirement are given below. Complete address of all the locations can be obtained from the <http://www.nalcoindia.com/Registered.aspx> and <http://www.nalcoindia.com/Units.aspx>

Package-B

Sln.	Zone	Sector	From	To	Link	Initial Bandwidth	Scalable upto
1	BBSR-Angul	Sector 2	Corporate, Bhubaneswar	Smelter, Angul	Corporate Smelter Link (CoS)	4 Mbps	10 Mbps
2		Sector 2	Smelter, Angul	CPP, Angul	Smelter CPP Link (SC)	4 Mbps	10 Mbps
3	BBSR-DMJ	Sector 4	Corporate, Bhubaneswar	Refinery, Damanjodi	Corporate Refinery Link 2 (CoR-2)	4 Mbps	10 Mbps
4	Angul-DMJ	Sector 6	Smelter, Angul	Refinery, Damanjodi	Smelter Refinery Link 2 (SR-2)	2 Mbps	4 Mbps

3.3 **Infrastructure requirements:**

S No	Item	Description
1	Last Mile medium	Wireless / Optical Fibre Cable (OFC) / Copper wire.
2	CPE (Customer Premise Equipment)	Last mile CPE and all accessories to connect to the Ethernet port of our routers at respective offices/Units
3	Installation	Installation & commissioning at the locations stated in Technical specification 3.2 above.
4	Management	Network Monitoring Tool to be provided by the service provider to 1) Generate various performance monitoring reports 2) Generate uptime analysis reports for a. 8AM-8PM period, showing actual and average uptime over a quarter and b. 24 hour actual & average uptime for the quarter

3.4 **Installation:**

Installation of necessary equipment and links, configuration and commissioning of the solution, familiarization/ training of personnel at each location operational, management and troubleshooting aspects of the Lease Line WAN, are in the scope.

3.5 Technology:

- 3.5.1 Highly secured & reliable mode of communication
- 3.5.2 If the last mile is through Wireless, technology should be state of the art, secure & reliable, operate in the licensed/ unlicensed band (5.725 GHz to 5.825 GHz) only, and the performance should not get affected due to inclement weather.
- 3.5.3 In case of wireless last mile, the necessary statutory clearances are to be arranged by the Service Provider.
- 3.5.4 In case NALCO upgrade its technology to IP V6 platform, the service provider shall comply at the time of upgradation.

4.0 **(B) FUNCTIONAL REQUIREMENT:**

4.1 Operating Terms:

- 4.1.1 Always-on (24x7x365) connectivity
- 4.1.2 No limitation on uploading / downloading

4.2 SLA for Bandwidth:

- 4.2.1 Bandwidth Contention : 1:1 un-contended bandwidth
- 4.2.2 Up time at Service Provider : At least 99.9% average up time during 8AM to 8PM on quarterly basis, and at least 99.5% average daily up time on quarterly basis
- 4.2.3 Last Mile Availability : At least 99.5% committed uptime on quarterly basis
- 4.2.4 Packet Loss : Less than 1%
- 4.2.5 Ping Response time : Less than 100 milli-seconds
- 4.2.6 Fault response Time : Within 2 Hours after placing breakdown call
- 4.2.7 Restoration Time : Restoration time shall be 24 hours maximum for any location, from the registration of the call. Any restoration within 2 hours shall not be counted towards downtime. Restoration beyond 2 hours shall be accounted as downtime from the time of registration of that call, till the Lease Line Connectivity is restored at the location.
- 4.2.8 The vendor should have central monitoring control room for automatic status monitoring.

4.3 Management:

- 4.3.1 Round the clock (24x7x365) Central help desk
- 4.3.2 Entire network is to be controlled through NMS (Network Management system)
- 4.3.3 Remote management of bandwidth
- 4.3.4 Remote troubleshooting facility
- 4.3.5 Bandwidth monitoring with built in reporting tool for MRTG to be provided to NALCO

4.4 Quarterly Health check:

Quarterly Preventive check and Maintenance of the system at NALCO's end is to be done by Service Provider.

4.5 Performance reporting:

Service Provider shall submit performance report on monthly basis for all the SLA parameters in B(iii). Service Provider will also give pro-active official intimation of shutdowns and network unavailability.

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Annexure-2

INSTRUCTIONS TO BIDDERS (ITB)

1.0 GENERAL

- 1.1 It shall be the bidder's responsibility to have a thorough understanding of the reference documents, site conditions and specifications included in the NIT Document.
- 1.2 The Bidders are required to submit offers strictly as per the terms and conditions/ specifications given in the Bidding document without any deviations.
- 1.3 It is important that Bidder clearly demonstrates its experience and capability, giving to OWNER a high level of confidence that if awarded, the Bidder will be able to perform the works within the stipulated Time Schedule and quoted price and meeting all other requirements listed in the Bidding document.

2.0 SUBMISSION OF BID

- 2.1 The quotations have to be submitted in two parts namely Techno-commercial Bid and Price Bid separately.
- 2.2 The first part i.e. TECHNO-COMMERCIAL BID should contain the followings: (i) Documents in support of fulfillment of Pre-qualifying Criteria. (ii) Techno Commercial Offer with un-priced copy of the price bid as per Annexure-13 (A & B) duly filled in all respects except price figures. (iii) A copy of questionnaire at Annexure-5. (iv) Other documents as per the list provided at Annexure-6.

The above information with relevant documents shall be submitted in a sealed envelope super scribed with the following words: "Techno-commercial Bid part-I against Tender Enquiry No.CSD/WAN/2013/373 dtd.22/01/2013 for "Leased line Data Service for Wide Area Network at Nalco" – Submission on or before dt. 13/02/2013 by 1230 Hrs. (IST)".

- 2.3 The second part i.e. PRICE BID as per format at Annexure-13 (A & B) should contain item wise price in a sealed envelope super scribed with the following words: "Price Bid part-II against Tender Enquiry No.CSD/WAN/2013/373 dtd. 22/01/2013 for "Leased line Data Service for Wide Area Network at Nalco"- Submission on or before dt. 13/02/2013 by 1230 Hrs. (IST)".
- 2.4 The Vendor shall strictly quote as per the format prescribed for Price Bid as at Annexure-13 (A & B) and confirm the same in their Techno-commercial Bid.
- 2.5 All documents submitted by the bidder should be signed on every page.

2.6 Date, Time & Place of Submission

- 2.6.1 Bid must be submitted in the office of **Senior Manager (Systems), NALCO Bhawan, P-1 Nayapalli, Bhubaneswar-751 061** by the due date and time mentioned in the Notice Inviting Tender or any extension thereof as duly notified.
- 2.6.2 Bid received after the time and date fixed for receipt of bid is liable for rejection.
- 2.7 Bidder is required to submit the Complete bid as explained above, and in case of incomplete submissions, owner will not be under any obligation to give the Bidder an opportunity to make good such deficiencies and owner may at its discretion treat such bids as incomplete and not consider for further evaluation.
- 2.8 **Validity of the Offer:** Validity of the Offer to be minimum 60 days.
- 2.9 Details of taxes and duties applicable are to be provided.
- 2.10 **Others:** Bidder to provide details of any terms and conditions required apart from those mentioned above, including any statutory formats.
- 2.11 Offer of bidder making any alteration to the NIT document shall liable to be rejected.

3.0 **BID OPENING AND EVALUATION**

3.1 **Opening Part-I of bid**

On the bid due date and time mentioned in 'Notice Inviting Tender' or extended bid due date as the case may be, the Part-I of the bid will be opened in the office of owner. Bidder may depute his authorised representative to attend the opening of such bid. Bidder's representative, who is present during bid opening, shall sign the 'Bid opening statement' evidencing his attendance.

In the event the specified date of bid opening being declared a holiday for owner, the bid shall be opened at the appointed time and location on the next working day.

3.2 **Clarification and Additional Information**

During evaluation of Part-I bid, Owner, may request Bidder for any clarification on the bid, additional or outstanding documents. Bidder shall submit all additional documents in one original and two copies.

Post bid correspondences may be made over e-mail. The bidders are advised to furnish authorize e-mail id along with an alternative e-mail for all communications. Mail received from the authorized or the alternative mail ids shall only be accepted.

3.3 Part – I of the bid i.e. techno-commercial bids will be opened at 1530 Hrs. (IST) on dt. 13/02/2013.

3.4 Kindly note that any service offered with any special/additional features or configurations compared to the ones asked for in the NIT, will be treated at par with the other acceptable bids as per tender requirement and evaluated accordingly.

3.5 **Backbone:**

Attach detailed Primary carrier Back-bone band width service as in Annexure-11.

3.6 **Opening Part-II of bid i.e Price Bid**

Part- II i.e Price Bids of only technically & commercially acceptable bidders will be opened after scrutiny of Techno-commercial Bids. Date for price bid opening shall be announced to the techno-commercially acceptable bidders separately.

3.7 **Guidelines for Price Bid evaluation:**

Bid evaluation will be done on price for initial bandwidth. The price bid evaluation will be as per the price bid formats provided at Annexure-13 (A & B) viz (A) Price Schedule for One Time Charges and (B) Price Schedule for Recurring Charges of this tender. The total cost for 3 years (considering bandwidth rate as uniform across 3 years) will be calculated as follows:

4.7.1 Sector-2 (S-2) i.e Corporate to CPP via Smelter (CoS & SC Link) for initial bandwidth of 4 Mbps:

Total Cost = One-time charges + recurring charges for 3 years + Taxes & duties
(Excluding Service Tax) = [Total of (A. S-2)] + 3 x [B. S-2. (ii) + B. S-2. (vi) + B. S-2. (vii)]
+ Taxes & duties (Excluding Service Tax)

4.7.2 Sector 4 (S-4) i.e Corporate to Refinery Link 2 (CoR-2) for initial bandwidth of 4 Mbps:

Total Cost = One-time charges + recurring charges for 3 years + Taxes & duties
(Excluding Service Tax) = [Total of (A. S-4)] + 3 x [B. S-4. (ii) + B. S-4. (vi) + B. S-4. (vii)]
+ Taxes & duties (Excluding Service Tax)

4.7.3 Sector 6 (S-6) i.e Smelter to Refinery Link 2 (SR-2) for initial bandwidth of 2 Mbps:

Total Cost = One-time charges + recurring charges for 3 years + Taxes & duties
(Excluding Service Tax) = [Total of (A. S-6)] + 3 x [B. S-6. (i) + B. S-6. (vi) + B. S-6. (vii)] +
Taxes & duties (Excluding Service Tax)

4.0 NEGOTIATIONS AND AWARD OF WORK

4.1 Negotiation

Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held only with the lowest bidder. Bidder shall attend such negotiation meetings and if requested by the Owner shall provide the analysis of rates /break up of amount quoted by him to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price. However, no uncalled for or voluntary rebate offered shall be considered for evaluation.

4.2 Award of Work

The successful Bidder shall be issued Fax of Intent (FOI)/Brief Order prior to expiry of Bid validity. Bidder shall confirm acceptance by returning a signed copy of the same. OWNER shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidders as regards non-acceptance of their bids. Except for refund of EMD to unsuccessful bidders, Owner shall correspond only with the successful bidder.

5.0 Nalco reserves the right to either (i) change/cancel any of the above programme/proposal or (ii) accept/reject any of the tenders submitted on whole or in part without any notice or without assigning any reason thereof.

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Annexure-3

SPECIAL TERMS AND CONDITIONS

- 1.0 Any statutory clearances relevant and required for providing the Lease Line services are to be arranged by the Service Provider.
- 2.0 **Service Commissioning period:**
The service commissioning shall be completed within 8-10 weeks of award of Order
- 2.1 Attach detailed commissioning schedule for each location and link
- 2.2 Give nearest existing POP address for each location
- 2.3 Service completion and service start will be after commissioning of all the links.
- 2.4 If the project is not completed within 10 weeks of award of contract, service of alternate/existing service provider may be awarded at the risk and cost of the vendor.
- 2.5 **Delivery and Price Reduction Schedule / LD:** If alternate service provider is not opted, in case of 2.4 above, LD shall be applied. NALCO without prejudice to its rights under the contract shall have the option either to reduce the price @ 1/2 % of order value per week or part thereof subject to a maximum of 5% of the undelivered portion / the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and use the service from alternate source at the risk and cost of the service provider.
- 3.0 **Contract Period:** Three years from date of commissioning of the complete service. If necessary, the contract can be extended with the same terms and conditions.
- 4.0 **PAYMENT TERMS:**
- 4.1 One-time & Installation charges: 100% on installation & commissioning of the link and submission of Performance Bank Guarantee as mentioned in General Terms and conditions at Annexure-4.
- 4.2 Recurring charges: Quarterly in advance, against invoice from service provider.
- 4.3 **Billing and e-Payment:**
Preparation Of Bills: All bills should be addressed to the Engineer-in-Charge / Manager In-Charge of the Contract, enclosing the following documents:
 - 4.3.1 SLA non-achievement and penalty calculation for the previous quarter
 - 4.3.2 Quarterly health check reports for the previous quarter
 - 4.3.3 The service provider shall submit invoice for the charges in the 1st week of every quarter. Payment shall be released within 15 working days of submission of quarterly bill. Statutory taxes as applicable will be deducted at source and tax deduction certificates shall be issued at the end of the year.
 - 4.3.4 Payment, only in electronic mode (ECS/EFT) will be released by NALCO. For making electronic payments, the service provider has to give the Bank Mandate detailing account number, bank name, etc as per the format given in Annexure-10.
 - 4.3.5 Complaints Regarding Non-Payment: The service provider shall, when making reference regarding non-payment of their bills for services rendered, invariably mention the particulars of the period of service and Invoice Number and date, Work Order No. and date etc. to facilitate to take prompt action for settlement of their bills.
- 5.0 **Handover:** After the end of the contract period, vendor to continue the service till the project for new vendor is completed and handover is carried out. This extra service shall be billed at pro-rata basis.

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6.0 **Price reduction / Penalty in case of failure to achieve the SLA for bandwidth:**

In case the Service Availability Percentage is less than the SLA percentage, the bidder shall provide price reduction / rebate as per following table:

Sl. No.	Average Monthly Service Availability Achieved including last mile connectivity	Price Reduction (in terms of Day's rental)
1	99.9% or higher average up time during 8AM to 8PM	Nil
2	99.5% to 99.9% average up time during 8AM to 8PM	0.25 days
3	99.5% or higher average on daily up time basis	Nil
4	98.5% to 99.5% on daily up time basis	1 day
5	97.0% to 98.5% on daily up time basis	2 days
6	97.0% to 95.0% on daily up time basis	5 days
7	95.0% to 90.0% on daily up time basis	10 days
8	Less than 90.0% on daily up time basis	10 days + 2 days for each % down. Up-to total limit for the month.

- 7.0 Space for installation of Towers: Space can be provided to the Service Providers for erection of towers, if so required, for provision of Services as per this NIT in Nalco premises at respective units. However, the Service Provider has to specifically take approval from local Management for the same.

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Annexure-4 **GENERAL TERMS AND CONDITIONS**

- 1.0 **Performance Guarantee:**
Upon award of contract, service provider has to submit a performance Bank Guarantee for 10% of the total contract value, only in the format given at Annexure-7 from any Bank listed in Annexure-8, valid for the entire period of contract, as an assurance of service during the period.

- 2.0 **Agreement:**
Upon award of contract an agreement in the format given at Annexure-9 “Format For Contract Agreement” has to be executed by the Service Provider with NALCO on non-judicial stamp paper of requisite value or as may be prescribed by law and should be sent to NALCO within 14 days from the acceptance of the Letter/Fax of Intent/Work Order.

- 3.0 Other standard clauses as per General Conditions of Contract (GCC) of NALCO, unless irrelevant or contradicting any of the above terms and conditions. GCC document is available in our website www.nalcoindia.com

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Annexure-5

Questionnaire

- 1.0 The questionnaire must be filled in against all serial numbers and enclosed with un-priced offer. Non submission or submission of incomplete questionnaire may lead to rejection of the offer.

Sl. No.	Description	Confirmation by the Vendor
1	PARTY'S NAME, ADDRESS, PHONE NUMBER, FAX NUMBER, EMAIL, CONTACT & PERSONS	
2	Confirm that the item wise prices quoted are firm. The details of Service Tax and any other charges have been shown individually & separately as per Nalco's Price Bid formats. Where the taxes and duties are not specifically indicated the prices quoted will be presumed as inclusive of all taxes and duties and no statutory variation will be payable by NALCO. You may indicate the amount on which Service Tax is applicable.	
3	Confirm that you have quoted as per specifications of the NIT or give details against each parameter.	
4	Confirm that you have furnished all documents as per Annexure-6 "List of documents to be submitted".	

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Annexure-6

List of Documents to be submitted

The Tenderer is required to enclose the following documents as part of his tender:

Part –I of Bid (Techno-commercial Bid)

1. Service tax registration certificate, PAN, TIN
2. Compliance to technical and functional specifications (Scope of Work), terms and conditions of the tender.
3. Detailed project schedule for each location and link
4. Nearest existing POP address for each location and link.
5. Deviation statement at Annexure-12. Specify 'NIL' if no deviation.
6. Copy of NIT signed on each page.
7. Un-priced copy of the price bid duly filled in all respects except price figures but indicating as 'QUOTED' as per Annexure-13 (A & B).
8. Primary carrier Back-bone band width service as per Annexure-11
9. Filled up Questionnaire as per Annexure-5.
10. Supporting document as per Clause 2.3 of Annexure-1

Part –II of Bid (Price Bid)

1. Filled up Price schedule as per Annexure-13 (A & B).

In the absence of above documents, the offers are liable to be rejected.

Annexure-7

PROFORMA OF CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER / CONTRACTOR

(To be executed on non-Judicial stamped paper of appropriate value)

B. G. No.....

Date.....

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise) having its Unit/Office at (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter referred to as "The Company" which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. has placed a purchase order on M/s.....(hereinafter referred to as "Contractor(s)/Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for(work/assignment description) on the terms and conditions as set out inter alia, in the Company's contract No./ P.O. No.datedand various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and/ or variations thereto and whereas the Contractor(s)/Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/subcontractors.

AND WHEREAS one of the conditions of the "said contract" is that "contractor(s)/seller(s) shall furnish to the Company a Bank Guarantee from a bank for% (.....percent) of the total value of the "said contract" against due and faithful performance of the "said contract" including defect liability obligations and the performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the "said contract."

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs. (Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the Contractor(s)/Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/Order(s) are fulfilled.
5. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.
6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/Order(s) or to extend the time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s)/Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Sellers(s).

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly Authorised person
On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.-----

E-mail : -----

Note: BGs to be furnished from any of the approved banks of NALCO.

Annexure-8

LIST OF STANDARDISED BANKS

I. SCHEDULED PUBLIC SECTOR BANKS (INDIAN)

1. State Bank of India.
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Mysore.
5. State Bank of Patialia.
6. State Bank of Travancore.
7. Allahabad Bank
8. Andhra Bank
9. Bank of Baroda.
10. Bank of India
11. Bank of Maharashtra
12. Canara Bank
13. Central Bank of India
14. Corporation Bank
15. Dena Bank
16. Indian Bank
17. Oriental Bank of Commerce
18. Punjab National Bank
19. Punjab and Sid Bank
20. Syndicate Bank
21. Union Bank of India
22. UCO Bank
23. Vijaya Bank.
24. IDBI Bank

II. SCHEDULED PRIVATE SECTOR BANKS (INDIAN)

1. ING Vysya Bank
2. Axis Bank
3. SBI Commercial & International Bank Ltd.
4. ICICI Bank
5. HDFC Bank Ltd.
6. YES Bank Ltd.
7. Indus Ind Bank
8. Kotak Mahindra bank

III. SCHEDULED FOREIGN BANKS

1. American Express Bank Ltd.
2. Bank of American NT & SA
3. Bank of Tokyo Ltd.
4. BNP Paribas
5. Barclays Bank Plc
6. Citi Bank N.A.
7. Deutsche Bank A.G.
8. Hongkong & Shanghai Banking Corporation.
9. Standard Chartered Bank
10. JP Morgan Chase Bank NA

Annexure-9

FORMAT FOR CONTRACT AGREEMENT

(To be executed by the Contractor with the Owner on non-judicial stamp paper of requisite value or as may be prescribed by law and within 14 days of acceptance of Letter/Fax of Intent/Work Order)
AGREEMENT

CONTRACT AGREEMENT FOR THE WORK OF Leased line Data Service for Wide Area Network at National Aluminium Company Limited at all its locations as detailed in Work Order No. _____ dated _____ (the _____ day of the month of _____ of the year Two thousand _____) BETWEEN M/s (name and address of contractor) hereinafter called the "CONTRACTOR" (which terms shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the National Aluminium Company Limited hereinafter called the "Owner" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the other part.

Whereas:

The owner being desirous of having provided and executed certain works mentioned, enumerated or referred to in the tender documents including Notice Inviting Tender / Letter Inviting Tender, Time Schedule, Acknowledgement Letter, Special Conditions of Contract including Special Conditions of Tender, Contract Period, Scope of Work and other documents has called for tender.

The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by careful examinations before submitting his tender as to the nature of the local conditions, nature and category of computer equipment and their conditions and their quantities, nature and magnitude of the work, the availability of labour and materials necessary for the executions of maintenance services work, the means of access to site and other locations, the supply of power there to and the accommodation he may require and has made local independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to do or with the executions and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and all other things and probable and possible contingencies, and generally all matters incidental there to and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.

The Notice Inviting Tender / Letter Inviting Tender, Special Conditions of Contract including Special Conditions of Tender, Contract Period, Scope of Work, General Obligations and other documents, Letter of Acceptance of Tender and any statements of agreed variations with its enclosures, copies for which are hereto annexed form part of this contract though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

And whereas:

The owner accepted the tender of the contractor for the provision and the execution of the said work at the rate stated in the Schedule of Quantities of works and finally approved by the Owner (hereinafter called the "Schedule of Rates" or "Price Schedule" or "AMC Rate") upon the terms and subjects to the conditions of the contract:

Now this agreement witnesses and it is hereby agreed and declared as follows:

In consideration of the payment to be made to the Contractor for the work to be executed by him, the Contractor hereby covenants with the owner that the contractor shall and will duly provide, execute and complete the said works and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied therefrom or may be reasonably necessary for the completion of the said works and at the said time and in the manner subject to the terms and conditions or stipulations mentioned in the contract.

In consideration of the due provision execution and completion of the said work, the Owner does hereby agree with the contractor that the Owner will pay to the Contractor the respective amounts for the works actually done by him and approved by the Owner at the scheduled rates and such other sum payable to the contractor under provision of such contract, payment to be made at such time and in such manner as provided for in the contract.

AND

In consideration of the due provision, execution and completion of the said work the Contractor does hereby agree to pay such sums as may be due to the Owner for the services rendered by the Owner to the Contractor, such as power supply, water supply and others as set for in the said contract and such other sums as may become payable to the Owner towards the controlled items of consumable materials or towards loss, damages to Owner's equipment, materials, construction plant and machinery, such payments to be made at such time and in such manner as is provided in the contract.

It is specifically and distinctly understood and agreed between the Owner and the Contractor that the Contractor shall have no right, title or interest in the site made available by the Owner for execution of the works or in the buildings, structure of works executed on the said site by the contractor or in the goods, articles, materials etc. brought on the said site (unless the same specifically belongs to the contractor) and the Contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and the Owner shall have an absolute and unfettered right to take full possessions of the site and to remove the contractor, his servants, agents and materials belonging to the contractor and lying on the site.

The contractor shall be allowed to enter upon the unit/site/offices for execution of the works only as a licensee simplicitor and shall not have any claim, right title or interest in the site or the structures erected thereon or the equipment and the Owner shall be entitled to terminate such license at any time without assigning any reason.

The materials including **all types of Network/Computer equipment and hardware, software, media, manuals, tools & tackles and other such materials** shall, unless otherwise expressly agreed under this contract exclusively belong to the Owner and the Contractor shall have no right to claim over the same and such **equipment, hardware, software, media, manuals and other such materials** should be disposed off on account of the Owner according to the instructions in writing issued from time to time by the Engineer-in-Charge.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and delivered for and
on behalf of Contractor

(M/s National Aluminium Company Ltd)
Date -
Place-

In presence of two witnesses
1.
2.

Signed and delivered on behalf of Owner

(M/s)
Date-
Place-

In presence of 2 witnesses
1.
2.

 NIT No: CSD/WAN/2013/373	Leased line Data Service for Wide Area Network at Nalco
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Annexure-10

Bank MANDATE FORM for e-payment (To be submitted in Duplicate)

To
National Aluminium Company Limited,

Dear Sir,

Sub: Authorization for release of payment due from NALCO, _____
through e-mode facilities of RTGS / NEFT / Internet Banking.

Refer Order No.....dt.....and/or Tender/Enquiry/Letter No.....dt.....

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party :

2. Address of the party:

City:.....Pin Code:..... E-mail Id:

Permanent Account Number:.....

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No			
Account Type	Savings. ☐	Current. ☐	Cash Credit ☐
Account No.(as appearing in the Cheque Book)			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account number)			
IFSC Code			

4. Date from which the mandate should be effective:

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold National Aluminium Company Limited 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 Internet / RTGS/ NEFT.

Place:

Date: _____ Signature of the party/Authorized Signatory

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

Bank's Stamp:

Date: _____ (Signature of the Authorized Official from the Banks)

 NIT No: CSD/WAN/2013/373	Leased line Data Service for Wide Area Network at Nalco
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Annexure-11 Primary Carrier Band width Service and Nearest POP Address

Sl. No.	Zone	Sector	From	To	Link	Primary carrier Back-bone band width from (e.g. Reliance, BSNL, Railtel etc.)	Wireless Optical Fibre Cab (OFC) / Copper wire.	Initial Band width	Scalable Upto
1	BBSR-Angul	Sector 2	Corporate, Bhubaneswar	Smelter, Angul	Corporate Smelter Link (CoS)			4 Mbps	10 Mbps
2		Sector 2	Smelter, Angul	CPP, Angul	Smelter CPP Link (SC)			4 Mbps	10 Mbps
3	BBSR-DMJ	Sector 4	Corporate, Bhubaneswar	Refinery, Damanjodi	Corporate Refinery Link 2 (CoR-2)			4 Mbps	10 Mbps
4	Angul-DMJ	Sector 6	Smelter, Angul	Refinery, Damanjodi	Smelter Refinery Link 2 (SR-2)			2 Mbps	4 Mbps

Sl.	Location Of Office	Nearest POP address and Distance in Km
1	Corporate Office, Bhubaneswar	
2	Smelter, Angul	
3	CPP, Angul	
4	Alumina Refinery, Damanjodi	

 नलको NALCO <i>ordinary people, extraordinary attitude</i> NIT No: CSD/WAN/2013/373	Leased line Data Service for Wide Area Network at Nalco
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Annexure-12

DEVIATIONS (IF ANY)

SL NO.	Para /Clause Number of Tender Document	Page Number of Tender Document	DESCRIPTION	DEVIATION WITH REMARKS

(Signature of Bidder with Seal)

 नलको NALCO <i>ordinary people, extraordinary attitude</i> NIT No: CSD/WAN/2013/373	Leased line Data Service for Wide Area Network at Nalco
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Annexure-13A

PRICE SCHEDULE - One Time Charges

Please fill in firm prices in Rupees (both in figures and words) for the components of service / cost as given under:

Sl n	Zone	Sector	From	To	Link	Last Mile charges: charges for last mile, CPE & accessories to connect to Ethernet port of our routers	Installation & commission ing charges	Familiarisati on to 3-4 personnel on operational, managemen t & trouble shooting of the solution	Any Other Expenses (Please specify)	Total in figures	Total in words
						(i)	(ii)	(iii)	(iv)	(v)	
1	BBSR -Angul	Sector 2	Corporate, Bhubaneswar	Smelter, Angul	Corporate Smelter Link (CoS)						
2		Sector 2	Smelter, Angul	CPP, Angul	Smelter CPP Link (SC)						
		Sector 2 Total (A.S-2)	Total for Corporate to CPP via Smelter (1+2)								
3	BBSR -DMJ	Sector 4 (A.S-4)	Corporate, Bhubaneswar	Refinery, Damanjodi	Corporate Refinery Link 2 (CoR-2)						
4	Angul- DMJ	Sector 6 (A.S-6)	Smelter, Angul	Refinery, Damanjodi	Smelter Refinery Link 2 (SR-2)						

Total of Onetime Charges in Rs (both in figures and words): _____

Specify taxes applicable.

 नलको NALCO <i>ordinary people, extraordinary attitude</i> NIT No: CSD/WAN/2013/373	Leased line Data Service for Wide Area Network at Nalco
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Annexure-13B

PRICE SCHEDULE - Recurring Charges per annum

Please fill in firm prices in Rupees (both in figures and words) for the components of service / cost per Annum as given under:

SlNo	Zone	Sector	From	To	Link	Bandwidth charges per annum in Rs. (both in figures and words)					Last Mile Charges per annum (both in figures and words) (vi)	Any other charges per annum (both in figures and words) (vii)
						(i)	(ii)	(iii)	(iv)	(v)		
						2 Mbps	4 Mbps	6 Mbps	8 Mbps	10 Mbps		
1	BBSR -Angul	Sector 2	Corporate, Bhubaneswar	Smelter, Angul	Corporate Smelter Link (CoS)	N.A						
2		Sector 2	Smelter, Angul	CPP, Angul	Smelter CPP Link (SC)	N.A						
		Sector 2 Total (B.S-2)	Total for Corporate to CPP via Smelter (1+2)			N.A						
3	BBSR -DMJ	Sector 4 (B.S-4)	Corporate, Bhubaneswar	Refinery, Damanjodi	Corporate Refinery Link 2 (CoR-2)	N.A						
4	Angul-DMJ	Sector 6 (B.S-6)	Smelter, Angul	Refinery, Damanjodi	Smelter Refinery Link 2 (SR-2)							

Total Tender price covering all sectors in Rupees (both in figures and words): _____

NB: To be calculated as per guideline at clause 4.7 of Annexure-2 "Instructions to Bidders"

Bid evaluation will be based on Total Tender price i.e One time charges plus recurring initial bandwidth charges for 3 years.

Specify taxes applicable.