

Ref: CO/ITD/CNW/408/R1/2018-19

09/08/2018

BIDDING DOCUMENT

FOR

PROVIDING WAN CONNECTIVITY

FOR

DR SITE

INFORMATION TECHNOLOGY DEPARTMENT,

INDIAN BANK, CORPORATE OFFICE,

254-260, AVVAI SHANMUGAM SALAI CHENNAI – 600014





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SECTION - I

INVITATION FOR BIDS (IFB)

- Indian Bank is a premier Nationalized Bank with over 2800 Branches, 3400 1. ATMs plus BNAs and having a business of above Rs. 3,70,000 Crores. The bank had been a forerunner in absorption of technology and has many first to its credit in implementation of IT in banking. The Bank has overseas presence through Branches in Singapore, Colombo & Jaffna and has reciprocal arrangements with various Foreign Banks across the globe. Core Banking Solution has been implemented in all the Branches. The bank has introduced Debit cards, Credit cards and exclusive credit card "Bharat Card" for common man - first of its kind in the banking industry. Banking services are offered through multiple delivery channels like ATM, Internet Banking, Tele banking, Mobile banking, etc. Bank is also partnering various e-governance initiatives of GoI and State Governments.
- The Bank invites bids from eligible bidders to provide Gigabit links connecting the Bank's data centre and DR site.
- The cost of the Bid Document is Rs.10,000/-. The amount has to be paid by way of a Demand Draft (DD) favouring INDIAN BANK payable at Chennai and enclosed along with the Technical Bid Document.
- 4. Bids must be delivered to the address given below, at or before 15.00 hours IST on 05.09.2018 and must be accompanied by a Bank Guarantee of INR 5,00,000/-. Late Bids will be rejected.

Indian Bank, Corporate Office, Expenditure Department, First Floor, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014.

Part I (technical bid) will be opened for evaluation by the Bank at 15:30 Hours on 05.09.2018 in the presence of the bidders' representatives. All bidders are requested to send their representatives to attend the bid opening process.

After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction.

5. Further information can be had from the Bank at the address given below from 10.00 to 17.00 hours on all working days from Monday to Friday.

> Information Technology department, Indian Bank, Head Office, 2nd floor, 66, Rajaji Salai, Chennai - 600001 Phone Nos. 044-2526 9720, 2527 9813/15

e-mail: KEERTHIVASAN.P@indianbank.co.in; prapoorna.kota@indianbank.co.in; m.saravanan@indianbank.co.in; rahul.bahuleyan@indianbank.co.in





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6. Please note that

- (i)The cost of preparing the proposal including visit / visits to the Bank are not reimbursable
- (ii) The Bank is not bound to accept any of the proposals submitted and the bank has got the right to reject any proposal and/or cancel the tender without assigning any reason therefor.
- (iii) The bank can extend the time for submission of bid.
- (iv) Interested Bidders may send their Representative to participate in the Bid Opening Process. After technical evaluation, only the eligible Bidders will be communicated of the date and time of Online Reverse Auction Process, Business Rules for the Auction and the details of the Agency who shall conduct the Reverse Auction
- (v)The L1 vendor will be identified through reverse auction and order will be placed with L1 vendor. The offer to provide second link at L1 price will be given to L2 bidder. If L2 bidder is not willing to provide the link at L1 Price, then L3 bidder will be offered to provide the link at L1 Price and if L3 bidder is not willing to provide the link at L1 Price the L4 bidder will be offered to provide the link at L1 Price. Purchase orders will be placed with successful bidders to deliver the link.

About Bank's Network

Indian Bank, a Public Sector Bank, has networked all the Branches and implemented Core Banking Solution. All Branches are connected through Wide Area Network.

Details about design:

The Data Center & DR Site are currently connected on two rings of fibre from two different service providers.





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SECTION - II DESCRIPTION AND GUIDELINES

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1. DESCRIPTION

- 1.1 The name of the assignment is 'Providing WAN connectivity between Data centre and DR Site.
- 1.2 The Bid is for providing connectivity between DC and DR Site. The successful bidder(s) has to provide 4 Gbps WAN connectivity with specification mentioned in the bid.
- 1.3 The Bank intends to provide redundant WAN links from two different service providers.

Bank will provide space and UPS power to Modems/equipments that may be required to implement the connectivity at the last mile at bank's premises.

The prospective service provider shall establish the Network and should be capable of maintaining it for a minimum period of 3 years.

2. QUALIFICATION CRITERIA FOR BIDDERS

- a. The bidder should be a public/private Limited company and should be in existence in India for the last 5 years (as on 30.06.2018).
- b. The Bidder should have valid license to provide National Long Distance (NLD) wired links and has their own cables.
- c. The Bidder should be a positive networth making company for last 3 consecutive years (2015-16, 2016-17, 2017-18) with a minimum annual turnover of Rs. 50 Crores.
- d. The Bidder should have provided at least one NLD link of 1 Gbps or above to Public / Private Limited Company in India and supporting the link currently.
- e. The bidder should have an office in Chennai and Hyderabad to provide support services.
- f. The bidder should not have been blacklisted by any Government Dept / PSU / Banks for non delivery of the order currently.

Bids, which are not meeting the above criteria, are liable for rejection.

3. SCOPE OF WORK, DELIVERABLES AND SPECIFICATIONS

The Scope of work involved and the responsibilities of the bidder, deliverables and the specifications of the link are as detailed below.

- 1) The successful bidder shall provide 4 Gbps link with following specifications.
 - a) Bandwidth:- 4 Gbps point to point link to connect DC and DR(1:1)
 - b) **Uptime: -** The link uptime requirement in a month is 99.50% Excluding 3 hours MTTR per month.
 - c) Latency: The latency at all times between DC and DR site should not exceed 20 ms even when there is load on the link. If at any time latency is observed







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to be more than 20 ms, same may be treated as link outage till the same is restored to less than 20 ms. Mechanism to monitor link latency has to be provided from day one.

- d) Link should be free from CRC (Cyclic Redundancy Check) errors to ensure reliability and accuracy.
- e) **Topology:** The service provider should provide the links on fibre between the end locations and provide single handoff. The link should be point to point only and should not be routed through MPLS cloud.
- f) **Media and Hands-off:-** Single Mode optical Fibre with LC Connector 1 nos. at each end. The successful bidders are encouraged to have a standby local cable laid and kept without connections between the terminal equipment and bank router for redundancy.
- g) Bank will not incur expenditure for any equipment. Any equipment to be installed in the bank premises in this regard should have the provision for working with at least two redundant power sources.
- h) **Cross Connects:** The service provider has to deliver the link up to the Racks of the Bank. Service provider has to arrange cross connects if any required.
- i) The proposed connectivity can be used as Primary Link or for load balancing/sharing of Bank's traffic depending upon the convenience of Bank.

2) Security Considerations

- a) **Internet Traffic:** The WAN traffic of Bank should be totally separated from internet traffic and the links should not connect to Internet at any point. The bidder should ensure the separation of traffic.
- b) Audit of network: Should undertake to implement the observations/recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or External Agencies and any escalation in cost on this account shall be borne by the successful bidder. The Network infrastructure of the bidder should be made available for inspection by Bank's Audit team or Authorized Representative of the Bank.
- c) The CPEs used in the Network or Networking Equipments used by the successful bidder in their backbone should comply with the policies laid down by Government of India, Department of Telecommunications and should not have any spyware or malware built into it.

The service provider shall

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- 3) Co-ordinate with Bank's Network Equipment vendor and system integrator for terminating and commissioning of the links at DC and DR.
- 4) Provide escalation matrix for issues in Provisioning of Links and maintenance of links.
- 5) Liaise with authorities for any approvals, network diagram etc.



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- 6) Ensure that all the CPE devices provided in the Network and their internal components should be new and original.
- 7) Based on the requirements of the bank migrate the network to IPV6.
- 8) Ensure the availability of hardware, software, manpower and other facilities required to manage and monitor the network to meet the agreed SLA terms.
- 9) Provide 24x7 supports for all users for maintaining and integrating the network. Publish uptime reports to prove SLA compliance. The uptime reports for every month should be submitted to the Bank on or before 7th of subsequent month. The quarterly payment of the links will be processed only on receipt of uptime reports. The uptime reports should be downloadable by the bank from the service providers' website.

10) Acceptance tests:

Acceptance tests will be carried out after the completion of the implementation and delivery of links. Bank will carry out acceptance tests and certify completion based on the results of the tests within 15 days of handing over the link to Bank.

11) Non-functioning of Links:

Uptime upto 99.50% - No penalty

Uptime from 99.00 to 99.49 - Rs. 20,000/- (monthly)

Uptime from 98.50 to 98.99 - Rs. 40,000/- (monthly)

Uptime from 98.00 to 98.49 - Rs. 60,000/- (monthly)

Uptime from 97.50 to 97.99 - Rs. 80,000/- (monthly)

Uptime from 97.00 to 97.49 - Rs. 1,00, 000/- (monthly)

Uptime is calculated on monthly basis.

After commissioning of links, when the link has become non-functional due to infrastructure related issues at service provider end, the service provider has to make all the necessary arrangements immediately to restore the link.

Whenever the links are not functioning due to reasons attributable to Bank like earthing, UPS power, problems in Bank's equipments etc., the penalty for downtime will not be levied. The provider has to record the above reasons and communicate to Corporate Office then and there. The copy of this communication should be produced along with the invoice for claiming exemption in penalty.

4. TIME FRAME FOR COMPLETION OF PROJECT

The links are to be commissioned within 8 weeks from the date of purchase order. The monitoring and maintenance of links should start from the next day.





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SECTION III - INSTRUCTIONS TO BIDDERS

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1. INTRODUCTION

The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same.

2. PRE-BID MEETING

Pre-bid Meeting will be held on **16.08.2018** at 11.00 AM at the following address, to clarify the queries raised by the bidders.

Indian Bank Head Office, Information Technology Department, 2nd floor, 66, Rajaji Salai, Chennai – 600 001.

In case the Probable Bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e Rs.10,000/- (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have paid the cost of bid document will be allowed to participate in the pre-bid meeting. Such bidders who have submitted DD for attending pre bid meeting are not required to submit the DD for cost of Bid Document along with technical bid.

- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- c. The Bidder is requested to submit any queries/clarifications to the Bank in the format provided (Section V- Format 10) at least two days before the date of meeting to the following email ids: $\frac{1}{2} \int_{-\infty}^{\infty} \frac{1}{2} \left(\frac{1}{2} \int_{-\infty}^{\infty}$

KEERTHIVASAN.P@indianbank.co.in, prapoorna.kota@indianbank.co.in, m.saravanan@indianbank.co.in, rahul.bahuleyan@indianbank.co.in.

d. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment/s to the bid document, if any, will be ported in our web site and informed to bidders who have raised the queries.

3. AMENDMENT OF BIDDING DOCUMENTS

- 3.1 At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by amendment.
- 3.2 All prospective bidders, who have received the bidding documents, will be notified of the amendment and it will be binding on them.

4. DOCUMENTS CONSTITUTING THE BID

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The Bid prepared by the Bidder should comprise the following components:





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4.1Technical Bid

- 4.2 **Bid security (Earnest Money Deposit**) in the form of Bank Guarantee favouring Indian Bank for Rs.5,00,000/-.
- 4.3 Cost of Bid Document Rs.10,000/- in the form of Demand Draft favouring Indian Bank and payable at Chennai.
- 4.4 In addition to the Hard copy of the documents, a soft copy of the technical bid is also to be submitted.

Any bid document not accompanied by any of the above is liable for rejection.

A. TECHNICAL BID

The Bidder shall furnish as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract, if its bid is accepted.

For submitting Technical bid, bidders shall use the original section V – format 1 published by the Bank as part of the RFP, which contains Bank's seal.

The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction that, the Bidder has the financial and technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements.

Note: All the documents and certificates as per Section V - formats 1 to 5 should be submitted along with the technical bid.

Any bid document not accompanied by the above will be rejected.

B. FINANCIAL BID

- i) The price should be quoted in the format attached to this RFP (Format-8 A in section-V)
- Optional Commercial Bid (Format- 8 B in section-V) should be submitted after online reverse auction along with the commercial bid (Format- 8 A in section-V).
- iii) The price should be firm and not dependent on any variable factors.
- iv) The final price quoted in the bid should be inclusive of all levies, duties etc. and exclusive of taxes.
- No price variation will be accepted for increases in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons.
- vi) However, any decrease in Government levies, customs, and taxes till the date of invoice have to be passed on to the Bank.
- vii) Cost must be expressed in Indian Rupees.
- viii) TDS as per rules, if applicable, will be deducted from the amount quoted.
- ix) No commercial information shall be furnished during submission of technical bids.
- x) The bidder should have valid digital certificate to participate in the online reverse auction.





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5. AWARD OF CONTRACT

Within 15 days from the date of receipt of purchase order, the successful bidder(s) should sign the contract as per the format furnished herewith (Format - 6 in section V).

6. BID SECURITY (EARNEST MONEY DEPOSIT)

- The Bidder should furnish, as part of its bid, a bid security in the form of a bank guarantee issued by a scheduled commercial bank located in India, in the form provided in the Bidding Documents (format - 4 in section V) for a sum of Rs.5,00,000/- and valid for 135 days from the last date of submission of Bid.
- Unsuccessful Bidders' bid security will be discharged or returned on completion of bidding process.
- The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the performance security.
- The bid security may be forfeited if :
- a. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
- b. in the case of a successful Bidder, the Bidder fails to sign the Contract within the specified time of 15 days, or to furnish performance security.

7. PERIOD OF VALIDITY OF BIDS

Bids should remain valid for the period of 90 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

8. FORMAT AND SIGNING OF BID

- All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- Any interlineations, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

9. SEALING AND MARKING OF BIDS

The Bidder shall seal the bid in envelope, duly marking the envelopes as "BID FOR PROVIDING WAN CONNECTIVITY FOR DR SITE - PART I (Technical Bid)".

 The sealed outer envelope shall be addressed to the Bank at the address given below;



Indian Bank, Corporate Office, Expenditure Department, First Floor, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014



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bear the name 'BID FOR PROVIDING WAN CONNECTIVITY FOR DR SITE - PART I (Technical Bid)' and a statement: "DO NOT OPEN BEFORE 05.09.2018", to be delivered within the time and the date specified below.

10. DEADLINE FOR SUBMISSION OF BID

Deadline for bid submission is: 05.09.2018- 15.00 hours

- Deadline for bid submission is: 05.09.2018- 15.00 hours. The bid document along with required enclosures should be submitted either in person or it can be sent by post but it should reach the concerned office on or before 15:00 hrs on 05.09.2018.
- In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- The Bank may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents, in which case all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the Bidder.

11. OPENING OF BIDS BY BANK

- The Bank will open the Part I of the bid (Technical bid) in the presence of officers authorised for the purpose and bidders' representatives who choose to attend, at 15:30 hours on **05.09.2018**.
- The Bidder's representative who are present shall sign a register evidencing their attendance.
- The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

12. CLARIFICATION OF BIDS

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the bidder of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

13. EVALUATION METHODOLOGY

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- The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- The Bank at its discretion may modify any minor criteria in the bid, which does not affect the relative ranking of any Bidder.
- Evaluation may include visit to major locations of the earlier clients of the bidder, and discussion with them.
- Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances.
- No extra charges other than those quoted in the Bid will be entertained including Conveyance / Courier etc.

14. COMMERCIAL EVALUATION

- Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction to identify L1 (lowest quoted) Bidder for awarding contract.
- The comparison shall be between the price quoted. The price should be
 - a. Inclusive of all Duties, Levies, Freight, Insurance, Delivery, Installation etc.
 - b. Exclusive of Taxes.
- The offer to provide second link at L1 price will be given to L2 bidder. If L2 bidder is not willing to provide the link at L1 Price, then L3 bidder will be offered to provide the link at L1 Price and if L3 bidder is not willing to provide the link at L1 Price the L4 bidder will be offered to provide the link at L1 Price. Purchase orders will be placed with successful bidders to deliver the link.

15. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.

16. BID PROPOSAL AND OWNERSHIP

The Bid submitted and all supporting documentation/templates are the sole property of Indian Bank and should not be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, interalia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

17. BID PRICING INFORMATION

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By submitting a signed bid, the Bidder certifies that the Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the





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purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

18. DISCLAIMER

The Bank and /or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

19. NEGOTIATION

The Bank reserves the right to further negotiate on the price offered, with the L1 vendor, if the price quoted is found unreasonable or in any exceptional circumstances

20. SIGNING OF CONTRACT

- Bank will notify the successful Bidder that their bid has been accepted and will also send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- Within 15 (fifteen) days of acceptance of purchase order, the successful Bidder shall sign and date the Contract and return it to the Bank.

21. PERFORMANCE SECURITY

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- Within 15 (fifteen) days of the acceptance of purchase order issued for the project by the Bank, the successful Bidder shall furnish the performance security for 10 % of rental charges per year valid for a period of thirty nine months (with further one month claim period), in the form of a Bank Guarantee in the format enclosed (Format 7 of section V).
- The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Successful bidder's failure to complete its obligations under the Contract.
- The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.
- In the event of contract period being extended the Successful bidder has to extend the performance guarantee to cover the contract period.

Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.



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Section IV - Conditions of Contract

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1. DEFINITIONS

1.1 In this contract, the following terms shall be interpreted as indicated:

- a. "**Applicable Law**" means the laws and any other instruments having the force of law in India.
- b. "Bank" means Indian Bank.
- c. **"Contract"** means the agreement entered into between the Bank and the successful bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- d. "Contract Price" means the price payable to the successful bidder under the Contract for the full and proper performance of its contractual obligations;
- e. "Goods" means all of the deliverables or other materials which the Company should deliver as per this contract;
- f. "Party" means the Bank or the Company, as the case may be and Parties means both of them.
- g. "Personnel" means persons the employees of the successful bidder and assigned to the performance of the Services or any part thereof.
- h. "**Project Site"**, where applicable, means the places that were mentioned in the paragraph 1.2 of Section II DESCRIPTION AND GUIDELINES.
- i. "Services" means those services ancillary to the deliverables of the Company covered under the Contract

1.2 Law governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

1.3 Language

The contract has been executed in English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the contract.

1.4 Address for contact

The address of the Bank is:

Information Technology Department Indian Bank, Head office, 2nd floor, 66, Rajaji Salai, Chennai -600001 Phone Nos. 044-25279813/14,25269720

e-mail: KEERTHIVASAN.P@indianbank.co.in prapoorna.kota@indianbank.co.in m.saravanan@indianbank.co.in rahul.bahuleyan@indianbank.co.in

1.5 Notices

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Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised



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representative of the party to whom the communication is addressed, or when sent by registered mail, courier or facsimile to such party at the address specified above.

2. OBLIGATIONS OF THE SERVICE PROVIDERS

2.1. Confidentiality

The service provider either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

2.2. Reporting obligations

The service provider shall submit to the client the reports and other accounts specified in deliverables within the time limit set forth.

2.3. Documents prepared by the bidder for this purpose to be the property of the Bank

All plans, drawings, specifications, designs, reports and other documents submitted by the service provider shall become and remain the property of the Bank and the service provider shall, upon termination or expiration of this contract, deliver all such documents to the Bank together with a detailed inventory thereof. The service provider may retain a copy of such documents.

The service provider shall not use these documents for purposes unrelated to this contract without the prior written approval of the Bank.

3. USE OF CONTRACT DOCUMENTS AND INFORMATION

- The Successful bidder shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Successful bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- The Successful bidder shall not, without the Bank's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

4. PAYMENT TERMS

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The payments will be made quarterly in arrears after deducting applicable penalties.

Payments will be made at Corporate Office on submission of following documents.

- Original copy of Invoice with Xerox copy showing the details of rental period etc.
- Monthly uptime/Downtime report with proof.





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Letter from the service provider for claiming payment.

The Bidder's request(s) for payment shall be made to the Bank in writing, accompanied by an invoice describing, as appropriate, the services performed and by documents submitted, and upon fulfilment of other obligations stipulated in the Contract. The invoice should not contain any conditions which are contrary to the terms of the contract.

The payment will be released subject to deductions on account of liquidated damages, if any

5. LIQUIDATED DAMAGES

- The Bidder is expected to complete the responsibilities that have been assigned on time.
- As a deterrent for delays during implementation, Bank would levy penalties for delays attributable to the Bidder.
- If the commissioning is delayed beyond the timelines, the penalty of Rs.50,000/- per week or part thereof will be charged and recovered from subsequent payments. If the link is not commissioned within 10 weeks, it may lead to termination of entire contract under Termination of default.
- If the items delivered could not be installed for reasons attributable to the Bank, the same should be recorded and submitted to our office in writing. If acceptable to the Bank, the Bank may condone the damages for delay for reasons that can be attributed to Bank.

6. CONTRACT PERIOD

Initially, the contract period shall be minimum three year and will be reviewed annually, if necessary. Either party may terminate the contract by giving notice of 6 months after completion of one year from the date of contract.

7. TERMINATION FOR DEFAULT

- 7.1 The Bank, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default sent to the Successful bidder, may terminate this Contract in whole or in part:
 - if the Successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
 - if the Successful bidder fails to perform any other obligation(s) under the Contract.
 - c. If the Successful bidder, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.





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'For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

"unethical practice" means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid.

7.2 In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.

8 FORCE MAJEURE

INDIAN

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- 8.1 The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 8.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 8.3 If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 8.4 Force Majeure event also comprise of any action/regulation taken by the regulatory bodies or governmental bodies as result of their sovereign functions which renders the supplier incapacitated to perform under the contract without



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any attribution to cause such regulation/action due to its breach or negligence shall be considered to be a force majeure event.

9 TERMINATION FOR CONVENIENCE

- 9.1 The Bank, by 180 days written notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- 9.2 The Goods that are complete and ready for shipment within thirty (30) days after the Successful bidder's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods, the Bank may elect:
 - to have any portion completed and delivered at the Contract terms and prices; and / or
 - b. to cancel the remainder and pay to the Successful bidder an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Successful bidder.

10 SETTLEMENT OF DISPUTES

- 10.1 If any dispute or difference of any kind whatsoever shall arise between the bank and the Successful bidder in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- 10.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the bank or the Successful bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 10.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:



(a) In case of dispute or difference arising between the Bank and the Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the



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Successful bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.

- (b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- 10.4 Notwithstanding any reference to arbitration herein,
 - a) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - b) the bank shall pay the Successful bidder any monies due to the Successful bidder.
 - c) Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.

11. LIMITATION OF LIABILITY

Successful Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Successful Bidder that gave rise to claim, under this tender.

This limit shall not apply to third party claims for

- a) IP Infringement indemnity
- b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.





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12. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

13. COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952

The Successful bidder has to submit attendance, salary, appointment letters etc. Of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.





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SECTION V

BID FORM, PRICE SCHEDULES AND OTHER ANNEXURES

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Ref:	CO/ITD	/CNW/	408/R1/	2018-19	09/08/2018

1.	T	E	CI	Н	N	I	CA	۱L	В	1	D

Date:

To

Indian Bank Corporate Office, Expenditure Department, First Floor, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, PIN 600 014

Dear Sir,

INDIA

की.का IC.O. आईटीडी/ITD Sub: Providing WAN connectivity for DR Site.

Ref: Bid No. CO/ITD/CNW/408/R1/2018-19 dated 09.08.2018.

Having examined the Bidding Documents including Addenda Nos.(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Provide WAN Connectivity for DR Site**, and submit our technical Bid as follows:

TECHNICAL SPECIFICATIONS:

SI.No	Product Description	Please write Complied or Not Complied
1	Provide 4 Gbps(1:1) point to point WAN link on fibre between Data Centre and DR Site on service providers own cables. The link should not be routed through MPLS cloud.	
2	The round-trip latency at all times between DC and DR site should not exceed 20 ms even when there is load on the link. Mechanism to monitor link latency has to be provided from day one.	
3	Link should be free from CRC errors to ensure reliability and accuracy	
4	The service provider has to deliver the link up to the Racks of the Bank. Service provider has to arrange for cross connects if any required.	
5	The network equipments deployed will be ipv6 compatible and whenever the bank requires the network will be migrated to IPV6.	
6	All hardware required for terminating the connectivity at bank shall be provided, maintained and managed by the Successful bidder and shall remain the property	



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	of Successful bidder during and after the completion of the contract.	
7	Shall liaison with authorities for approvals, network diagram etc. (for example ROW) and shall obtain and provide ROW/roof rights permissions in private property/bank premises without any extra cost to the bank for installation of equipments to commission the link.	
8	The WAN traffic of bank is totally separated from internet traffic and the links are not connected to Internet at any point	
9	The observations/recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies will be implemented and any escalation in cost on this account shall be borne by the bidder. The Network infrastructure of the bidder should be made available for inspection by Bank's Audit team or authorized representative of the Bank	
10	Shall monitor and manage all links for strict compliance with SLA. The reports and real time monitoring of bandwidth utilization will be made available in the web portal.	
11	The CPEs used in the Network or Networking Equipments used by the bidder in their backbone should comply with the policies laid down by Government of India, Department of Telecommunications and should not have any spyware or malware built into it and capable of tracking voice and data traffic from a location outside the country	
12	Whenever bank wishes to shift the location of any site, the links should be shifted to the new site as per the requirement of bank.	

List of deviations from the required specifications:

1)

2)

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We enclose the technical details for the equipments/services quoted.

We submit that we should abide by your terms and conditions governing the quotations mentioned in the bidding document.

We submit that we abide by the details given above.



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We undertake, if our bid is accepted, to complete the services in accordance with the delivery schedule specified in the bid.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of rental charges per year valid for a period of thirty nine months (with further one month claim period), in the form of a Bank Guarantee, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it should remain binding upon us and will be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your notification of award, should constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the qualification criteria of the bidding documents.

Dated this	day of	201			
	,Mobile No.		Emai	1:	
Signature					
(In the Capacity of)					
(give below the Name & A	Duly Authorised Address of Bidder)	to sign	bid for a	and on	behalf of





Ref: CO/ITD/CNW/408/R1/2018-19

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2. Vendor Profile

General			
Company Name			
Name of the CEO			
Name of the Principal Banker and address			
Holding Company or Parent Company (if any)			
If holding Company, the name of the Parent Company			
Company's address Head Office:			
Phone, fax, E-Mail			
Chennai Office:			
Phone, fax, E-Mail			
Please provide details of ownership: private/public; Holding company, If any.			
No. of Years in NETWORKING business			
Name of the Contact person			
Phone / Mobile/ FAX		V V V V V V V V V V V V V V	
Financial Background (in Crores)	2015-2016	2016-2017	2017-2018
Turnover			
Net Profit After TAX			
Total Assets			
Total Liabilities			
Networth			





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3.CLIENTS' REFERENCES

The following information should be provided in the format below separately for each PROJECT for which the client legally contracted your Company (Please attach additional sheets wherever necessary).

C. L.	
Name of the client	
Total Value of the project given to	
the Company	
Contact person from the client side	
for reference purpose on details of	
this project	
Contact Phone Nos. of the Client	
Nature of the Project	Providing dedicated fiber link ofGbps.
Address of end locations.	
Project Manager	
Duration of the project	
Details of the Network equipment	
used in the project	
(i)	
(ii)	
A other volument details on the	
Any other relevant details on the	
project	
Letter of Satisfaction	Copy of letter to be Enclosed





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CO: INFORMATION TECHNOLOGY DEPARTMENT, INDIAN BANK, CORPORATE OFFICE, 254-260, AVVAI SHANMUGAM SALAI **CHENNAI - 600014**

Ref: CO/ITD/CNW/408/R1/2018-19

09/08/2018

BID SECURITY FORM

Whereas(hereinafter called "the Bidder") who is submitting the bid dated(date of submission of bid) for the supply of
"the Bid") to Indian Bank, constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, Tamil Nadu (herein after called
"Indian Bank"). KNOW ALL PEOPLE by these presents that WE
Indian Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 201
THE CONDITIONS of this obligation are: 1. If the Bidder
(a) withdraws its Bid during the period of bid validity specified by the Bidder on the

- Bid Form; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
- If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:
 - fails or refuses to execute the Contract Form if required; or (a)
- (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We do hereby expressly, irrevocably and unconditionally undertake to pay the Indian Bank up to the above amount upon receipt of its first written demand without any demur, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Any such demand made by you shall be conclusive irrespective of any dispute or controversy between you and the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

NOTE: 1. Successful bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank guarantee issued by banks located in India should be on a Non-Judicial Stamp Paper of requisite value.



Ref: CO/ITD/CNW/408/R1/2018-19

09/08/2018

5. SELF DECLARATION - BLACKLISTING

Bid Ref No. CO/ITD/CNW/408/R1/2018-19

Date:

To

The Assistant General Manager Indian Bank, Head Office, Information Technology Dept, 2nd Floor, 66, Rajaji Salai, Chennai, PIN 600 001.

Dear Sir,

Sub: Providing WAN connectivity for DR Site

Ref: Bid Document No. CO/ITD/CNW/408/R1/2018-19 dated 09/08/2018

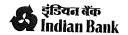
We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks for non delivery of the order currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place: Date:





Ref: CO/ITD/CNW/408/R1/2018-19

09/08/2018

6. CONTRACT FORM

THIS AGREEMENT made theday of	201	Retween
Indian Bank (hereinafter "the Purchaser") of the one part and	201	Mame of
Supplier) of (City and Country of Supplier) (herein	after ca	alled "the
supplier") of the other part :	iditei ee	incu the
WHEREAS the Durchasor invited hide for providing WAN		

WHEREAS the Purchaser invited bids for providing WAN connectivity between Data Center and DR site (*Brief Description of Services*) and has accepted a bid by the Supplier for the supply of those services in the sum of......(Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the Conditions of Contract;
 - (e) the Purchaser's Notification of Award.
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

S. NO.	Brief Description of Goods & Services	Amount Per Annum (Excl of Taxes)
1	4 Gbps point to point link(1:1) on fiber	

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

said (For Indian Bank	k'
in the presence of:	•••

	*	Signed, Sealed a	nd Delivered by the	
/	Za HNOM SX	caid		(For the Supplier)
(金)	# # 10.0. P	in the presence o	of:	
o/	की.का /C.O. आईटीडी/ITD	and Charles and Ch		
	V 100	<i>(1)</i>		



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7. PERFORMANCE SECURITY FORM

Bank Guarantee No.	Date	;
To: INDIAN BANK, Chennai, INDIA:		
hereinafter called "the Vendor") has underty dated,	201 201 The said Contract that to cognised bank for the surendor's performance oblems or a Guarantee: Transtors and responsible total of	to Goods and the Vendor m specified igations in to you, on to your first ander the ne limit of needing to therein. dispute or ding before
This guarantee is valid until theday of	201	
Signature and Seal of Gua	arantors	
DateAddress:	201	

NOTE:

- 1. Vendors should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.
- 2. Bank guarantees issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value





Ref: CO/ITD/CNW/408/R1/2018-19

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8 A-<u>COMMERCIAL BID FORMAT(To be submitted after Online Reverse Auction)</u>

TO		Date:
Expend 254-26	Bank Ite Office, iture Department, First Floor 0, Avvai Shanmugam Salai, ttah, Chennai, PIN 600 014	
Dear Sir	,	
	Sub: Providing WAN connectivity for DR Site.	
	Ref: Bid No. CO/ITD/CNW/408/R1/2018-19 dated	09/08/2018
Provide	to the reverse auction dated, we, WAN connectivity between DC and DR site of your cial Bid with Break up details as follows:	the undersigned, offer to Bank, and we submit our
	Price Schedule:	
SI. No.	Details	Annual charges exclusive of taxes
1	4 Gbps point to point link(1:1) on fiber	Rs.
If there is	on and equipment charges to be included in the aboat one time charges and costs towards equipments any reduction in bandwidth charges in market/God on to the bank.	separately.
We abide	by details given above and the terms of the bid doo	cument.
Dated thi	s day of 201	
(Signature In the Capacity of)	
	Duly Authorised to sig (give below the N	n bid for and on behalf of ame & Address of Bidder)





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8 B-COMMERCIAL BID FOR OTHER BANDWIDTHS (Not accounted for determination of L1 Price)

Optional Commercial Bid (to be submitted after online reverse auction).

SI. No.	Details	Annual charges exclusive of taxes Rs.
1	3 Gbps point to point link(1:1) on fiber	
2	6 Gbps point to point link(1:1) on fiber	
3	8 Gbps point to point link(1:1) on fiber	

Installation and equipment charges to be included in the above annual charges. Bank will not pay one time charges and costs towards equipments separately. The price quoted should be proportionate to the L1 price.





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9. DOCUMENTS TO BE SUBMITTED IN SUPPORT OF ELIGIBILITY CRITERIA

S. No	Criteria	Documents are to be submitted as proof		
01	The service provider should be a public/private Limited company and should be in existence in India for the last 5 years (as on 30.06.2018).	Copy of the certificate of incorporation and certificate of commencement of business issued by the Registrar of Companies.		
02	The Bidder should have valid license to provide National Long Distance (NLD) wired links and has their own cables.	Attested copy of the appropriate certification / license is to be submitted		
03	The Bidder should be a positive networth making company for last 3 consecutive years (2015-16, 2016-17, 2017-18) with a minimum annual turnover of Rs. 50 Crores.	Audited financial statements for the last three years and turn over details for the last three years (2015-16, 2016-17,2017-18).		
04	The Bidder should have provided at least one NLD link of 1 Gbps or above to Public / Private Limited Company in India and supporting the link currently.	Copies of the purchase order issued by the Bank/ Financial Institutions/ Government Organisations and a certificate/ letter from the Bank/ Financial Institutions/ Government Organisations for having completed the project successfully and providing satisfactory performance currently should be provided for the same project.		
05	The Bidder should certify that the entire network infrastructure provided is owned by them.			
06	The Bidder should have an office in Chennai and Hyderabad to provide support services	Address of the Office should be provided with escalation matrix. The Person(s) name mentioned in the escalation matrix should work from the office address mentioned.		
07	The bidder should not have been blacklisted by any Government Dept / PSU / Banks for non delivery of the order currently.	Self Declaration signed by Authorised person has to be submitted		

Note: Commercial Bid should not be attached with Part - I.





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10. FORMAT FOR PRE-BID QUERIES

S.No	RFP Point no/Title	Page no in RFP	Details provided in RFP	Query/ Changes Requested



