

REQUEST FOR PROPOSAL (RFP)

FOR

PROVIDING MPLS CONNECTIVITY

FOR

WIDE AREA NETWORK

Last Date for Submission of Bid: 12/12/2019 (03.00 PM)

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



SCHEDULE

1)	Tender Reference Number and Date	RFP No. CO:ITD:CNW:411/R1:2019-20 dated 15/11/2019
2)	Last date for seeking Pre-bid clarifications/ queries through email @ kapil.bhatia@indianbank.co.in ; m.saravanan@indianbank.co.in ; rahul.bahuleyan@indianbank.co.in ; praveenkumar.s@indianbank.co.in ;	18/11/2019 by 5:00 PM
3)	Pre Bid meeting	19/11/2019 at 11:00 AM
4)	Last Date & Time for submission of Bids in Online Mode	12/12/2019 at 03:00 PM
5)	Last Date & Time for submission of Physical Documents (Offline Mode)	12/12/2019 at 03:00 PM to be submitted to Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014 a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures f. Compliance to Technical Specifications as per Section VI. g. Any other information sought by the Bank with relevant to this tender
6)	Documents to be submitted physically by Bidders (Offline Mode)	1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. a & b



7)	Earnest Money Deposit/Bid Security	Rs.7,00,000/- (Rupees Seven lakhs only) valid for 135 days from the last date of submission of bid in the form of Bank Guarantee issued by a scheduled commercial Bank located in India other than Indian Bank. (Mode of Submission: Offline)
8)	RFP Cost	Non-refundable Rs.10,000/- in the form of DD favouring "Indian Bank". (Mode of submission: Offline)
9)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	12/12/2019 at 03:30 PM Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014
10)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
11)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Nextenders (India) Pvt. Ltd. through website https:// indianbankeprocure.etenders.in

This RFP document can be downloaded from the website: <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same website and paper publication will be done for the same.



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SECTION – I**INVITATION FOR BIDS (IFB)**

1. Indian Bank is a premier Nationalized Bank with over 2900 Branches, 3900 ATMs plus BNAs and having a business of above Rs.4,00,000 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.
2. Bank invites bids for identifying an alternate service provider other than BSNL to provide MPLS connectivity to branches, Bank invites sealed quotations from all eligible bidders for providing MPLS Connectivity with Backhaul MPLS leased line connectivity for its Wide Area Network (WAN) through e-tendering mode.
3. The cost of the bid document is Rs.10,000/-(Rupees Ten thousand only). The amount has to be paid by way of a Demand Draft (DD) favouring INDIAN BANK payable at Chennai. Cost of bid documents should be paid at the time of pre-bid meeting. Bidders who do not attend the pre-bid meeting can submit the DD on the date of submission of bid (offline mode under schedule 5 & 6).

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

**Information Technology department,
Indian Bank, Head Office, 7th floor,
66, Rajaji Salai, Chennai – 600001
Phone Nos. 044-2527 9816/44/45**

**e-mail: kapil.bhatia@indianbank.co.in;
m.saravanan@indianbank.co.in;
rahul.bahuleyan@indianbank.co.in;
praveenkumar.s@indianbank.co.in**

4. Bidders should enroll/register before participating through website - <https://indianbankeprocure.etenders.in>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted except for the documents asked to be submitted physically by bidders (Offline Mode) mentioned under schedule 6) of this tender.



5. Part I contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered. The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.

6. Part II – Commercial will be called through Online Reverse Auction Process. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction. Part II price breakup details to be submitted after online reverse auction process.

7. Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.

8. All envelopes which are submitted offline should be securely sealed and stamped and shall be submitted in a single sealed envelope duly super-scribing the envelope with the reference number of this RFQ, due date, name of the Bidder, Offer reference number etc. and addressed to,

**THE CHIEF MANAGER,
EXPENDITURE DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
No. 254-260, AVVAI SHANMUGAM SALAI
ROYAPETTAH, CHENNAI - 600 014,**

and dropped in the box provided at the above address after noting the details in the register maintained at the Expenditure Department, so as to reach them within the time stipulated as above (i.e 15.00 hours on 12/12/2019). The Technical quotations will be opened at 15:30 Hrs on 12/12/2019.

9. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion without assigning any reason thereof.

10. BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA:

- a. As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFQ,



- quote their price within the price band of L1+15% and agree to bring down their price to L1 price.
- b. If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFQ.
- c. In case of more than one such MSE, the supply shall be shared proportionately to tender quantity.
- d. Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 25% shall be allotted to such MSEs, if participated in the tender.
- e. Special provision for Micro & Small Enterprises owned by Women. 3% out of the 25% shall be allotted to such MSEs, if participated in the tender.
- f. MSEs are also exempted from payment of cost of bid documents and submission of bid security.
- g. To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- h. Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
11. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).
12. This RFQ is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017.

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

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 last date for submission of bid.
- (iv) The Bank reserves the right to procure the required connections only and not the number of connections taken for identifying the L1 service provider. The



- requirement may decrease or increase depending on the requirement of the bank during the course of contract and subsequent renewals.
- (v) The L1 vendor will be identified through reverse auction and order will be placed with L1 vendor. The offer to commission link in 40% of locations (approximately 235 locations) mentioned in RFP for 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, then L4 bidder will be offered to provide the link at L1 Price. If none of the bidders are ready to match with L1 price, order will be placed with L1 vendor for total number of links mentioned in RFP. Accordingly, Purchase orders will be placed with successful bidders to deliver the link.
- (vi) Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances.
- (vii) Interested Bidders who has submitted the bid, 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.
- (viii) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and kept with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.

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 Branches are connected to BSNL MPLS cloud primarily through a leased line backed up with an MPLS/GPRS/VSAT. The bandwidth of the leased line is 2 Mbps normally and range up to 10 Mbps. Bank has provided additional leased line connectivity to selected branches from other Telecom Service providers. Some of the branches where the leased line is not feasible are connected using VSAT. The Branches/Offsite ATMs are having Cisco 819, 1905, 1921, 1941 or 2911 Router.
- Zonal Office is connected to the Data Centre, Chennai and DR site, Hyderabad with 2 Mbps bandwidth through BSNL MPLS Cloud using Cisco 2911 and 1941 Routers.
- **Security:** All the Branch/ATM Routers are provided with 3DES, AES encryption facility to encrypt the data going out of the Branch. At the Data Centre, a VPN concentrator is provided to decrypt the data received from the Branches.



SECTION – II**DESCRIPTION AND GUIDELINES****Table of contents**

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1. DESCRIPTION

- 1.1 The name of the assignment is 'Providing MPLS connectivity to branches and ATM's'.
- The Bid is for providing MPLS connectivity to branches and ATM's. The successful bidder(s) has to provide the backhaul connectivity to bank's Data Center, Chennai and DR site, Hyderabad. Successful Bidder(s) should provide redundant link to the Data Centre and DR Site (free of cost) through connection to 2 different PoPs/link under ring topology through two different routes.
- 1.2 The MPLS links need to be configured either as primary or backup depending on the requirement of the bank.
- 1.3 The Bank intends to provide MPLS-VPN links to the locations which are at present functioning on MPLS connectivity of BSNL as primary connectivity. Apart from the existing locations, redundant connectivity may also be required for the new locations proposed to be opened in future.

For the purpose of redundancy, the entire bandwidth including the last mile should NOT be through BSNL/MTNL.

It is advisable to have maximum links with wired last mile as copper/fibre hence it is proposed to have all the locations in Metros and State Capitals to be provided with copper/ fibre links. Wherever the bidder is not in a position to provide wired link, such location may be given Radio Frequency (RF) connectivity subject to the following conditions.

In case Radio Frequency (RF) connectivity is proposed by the provider, Bank will arrange permission from the landlord wherever required on provision of certificate by the service provider(s) that if infrastructure being installed in bank premises is used only for connecting the branch and will not be used for any other purpose. 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(s) shall establish the MPLS-VPN Network and should be capable of maintaining it for a minimum period of 5 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 3 years (as on 31/03/2019).
- b) The Bidder should have positive net worth for last 3 consecutive years (2016-17, 2017-18 and 2018-19) with minimum annual turnover of Rs. 50 crores during last 2 financial years (2017-18,2018-19)
- c) The Bidder should have at least three years' experience in supplying, installing, commissioning and maintenance of MPLS VPN and should have implemented MPLS VPN in two Banks/ Financial Institutions in India and one of them should be a Public Sector Bank in India.



- d) In the last 2 calendar years, the Bidder should have connected atleast 1000 sites across India, out of which atleast 200 sites should be of a single customer.
- e) The Bidder should submit a Declaration that the entire network infrastructure provided is owned by them or they should be an authorized vendor to use the same till the entire Project Period.
- f) The Bidder should have valid NLD and MPLS-VPN license with BSO/UASL from regulatory authorities/Govt. of India to provide and operate MPLS connectivity to customers.
- g) The Bidder should have at least 1,00,000 KM of their own fibre connectivity network across India.
- h) The Bidder should produce letter of satisfaction on their MPLS VPN service from at least two of their existing customers who have availed MPLS VPN connectivity from them for at least 3 years continuously.
- i) Network Service provider should have its own Network Operations Center (NOC) with network Management System (NMS) to check the uptime of links, health of network devices of at least 500 links. The Bidders NOC should have valid ISO 27001 certification.
- j) Should have and Provide Toll Free number and e-mail id for fault registering within India (number and email id to be intimated).
- k) Should have and provide a web portal to enable the bank to view the status of the circuits, utilization and uptime.
- l) The bidder company shall be having / should have support services in all state capitals, Metros and at all major urban locations all over the country
- m) The Bidder should not have been blacklisted by any Government Dept / PSU / Banks currently.

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

3. Scope of work and deliverables.

The summary of the work involved and the responsibilities of the successful bidder(s) are as detailed below. Unless stated explicitly, all the work is detailed below is for all the locations.

The successful bidder(s) shall

- 1) Supply Layer 3 MPLS-VPN bandwidth for Bank connectivity with last mile through wired/Radio Frequency (RF) at the locations and at new locations proposed in future across India. Successful bidder(s) should connect atleast 80% of locations allotted to L1(approximately 345) & L2 (approximately 230) from the locations listed in annexure-I.
- 2) The service provider(s) must provide the MPLS links to the Bank that must be on any to any route topology i.e., All of the Bank's sites/Branches should be reachable to each other through MPLS network of the service provider(s) and without touching Bank's DC/DR Site. The routing between devices should be done using BGP.
- 3) Providing of MPLS-VPN bandwidth, establish a separate MPLS Layer 3 network and Integrate with bank's network at all locations. The last mile handoff should be



delivered on Ethernet. If at any location V.35 handoff is proposed and if the router has the facility to receive v.35 handoff, the link may be commissioned with v.35 handoff after taking concurrence from the Bank.

4) If the bidder(s) proposes to offer last mile in wireless, then such media should be licensed and the communication on wireless media should be encrypted. If the last mile is on wireless, Service provider has to ensure that no other Radio equipment causes interference to Wireless signals used for Bank's connectivity and the Radio equipment should not be able to trap the signals used for Bank's Network.

5) The bidder(s) may have partnership with other Service providers (except BSNL, MTNL) in providing only last mile media. The bidder should provide details of such partners and get the prior approval of the bank before provisioning of such links. Such notification shall not relieve the Bidder from any liability or obligation under the Contract. It is desired that the bidder should have long term contractual relationship with such partners to ensure seamless managed network services for the Bank.

6) Security Considerations

a) The bidder(s) should confirm that at no point of time the traffic of the Bank will be moving out of the country for monitoring or any other purpose.

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 within 15 days and any cost on this account shall be borne by the bidder(s). The Network infrastructure of the bidder should be made available for inspection by Bank's Audit team or Authorized Representative of the Bank.

c) **Management Access:** Details regarding how the management access to the network infrastructure is controlled for troubleshooting access as well as Operation Support Systems (OSS) system access should be given. The communication between the NOC and bank's network should be encrypted.

d) The CPEs used in the Network or Networking Equipments used by the bidder(s) 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.

7) Co-ordinate with Bank's Network Equipment vendor and system integrator for terminating and commissioning of the links at all locations.

8) The successful Bidder(s) should prepare, implement and ensure Fallback solution to switch over to DR site as and when required by the Bank.

9) Configure automatic fail over using dynamic routing protocol and without disturbing the existing network between Primary and Secondary links at all locations where Primary link is already available and secondary link is being provided through this RFP process.

10) The proposed connectivity will also be used as Primary Link or for load balancing/sharing/Unified Communications of Bank's traffic depending upon the convenience of Bank.

11) To enable the bank's System Integrator to design and architect IP addressing scheme for the bank.

12) Devise formats in consultation with the Bank for Feasibility request, Feasibility completion, Link commissioning, Request for removal / modification of infrastructure, scheduled downtime etc.



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13) Provide escalation matrix for issues in Provisioning of Links and maintenance of links.

14) Liaise with authorities for any approvals, network diagram etc.

15) All the CPE devices provided in the Network and their internal components should be new and original.

16) Create and provide access to real-time dashboard of progress of implementation of orders placed with them, status of links and their services along with suitable, executive summaries.

17) Upgradation of Bandwidth:

Any Upgradation in the bandwidth requirements at any of the locations has to be made available within 21 days from the date of work order and the same should be **provided after the working hours at the respective location with pre-determined downtime, in consultation with Bank, not exceeding four hours** for the existing systems and network. Also the Upgradation in Bandwidth on demand should be provided, wherever feasible, without any change in the media already provided.

18) Shifting of Links:

Whenever bank wishes to shift the location of any site, the links should be shifted to the new site within 2 weeks if last mile proposed is on copper/fiber & within 4 weeks if last mile proposed is on RF. The charges for shifting of links irrespective of the type of the last mile connectivity/Bandwidth should be quoted by the provider in the Commercial Bid.

Also the successful bidder should co-ordinate with Bank's System Integrator/Network equipment vendor to shift to the new locations.

Whenever the bank wishes to relocate the link/infrastructure within the premises of the bank (e.g. shifting of link from the banking hall to ATM room, shifting of infrastructure from first floor to second floor etc.), the same should be arranged **without any extra cost.**

19) Surrendering of Links:

The Bank reserves the right to surrender the links in case of merger of locations or for any other administrative reasons by giving notice period of 30 days.

20) Non-functioning of Links:

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

In case it is not possible to restore the link within a reasonable time, the links should be provided in an alternate media (wired/RF/Wimax) in consultation with the Bank.

21) Links for New locations:

The bank has plans to expand the Network by opening new branches and offices, ATMs etc. in India. Commissioning of additional links for which PO is issued separately should be completed within 4 weeks from the date of PO.

22) Conversion of links:

When the location which is connected using Wireless last mile and if subsequently wired connectivity become feasible the vendor have to convert the last mile to wired link **at no additional cost to the bank.**



4. TIME FRAME FOR COMPLETION OF THE PROJECT

- Link commissioning at DC / DR Site should be completed within 8 weeks from the date of issue of commissioning instruction by the Bank.
- Link commissioning at all Branches of the Bank are to be completed within 12 weeks from the date of issue of commissioning instruction by the Bank for initial order.
- For additional links ordered, delivery timelines are as follows

S.No	No of Locations	Timelines
1	<10	4 weeks
2	10-20	6 weeks
3	20-50	8 weeks

- The monitoring and maintenance of links should start from the next day of commissioning.

5. SPECIFICATIONS OF SERVICES
a) Likely initial Bandwidth requirements

Bandwidth Required with 100% bandwidth availability (highest class with data and voice)	No of locations	Termination
2 Mbps MPLS VPN	575	Ethernet-Copper
500 Mbps MPLS VPN(DC/DRS)	2	Ethernet-Fiber-Multimode-LC

b) Uptime requirements

Location	Link bandwidth with 100% bandwidth availability (highest class with data and voice)	Monthly Uptime required	Mean Time Recover (MTTR) hours
Branches	2 Mbps(1:1)	99.00%	3.00
DC/DR site	500 Mbps (1:1)	99.99%	1.00

c) The SLA for maintenance of links are:-

The Bidder(s) shall assume total responsibility for the fault free operation of MPLS links and maintenance for a total duration of five years. The Vendor(s) / Service Provider(s) will accomplish preventive and breakdown maintenance activities to ensure that bandwidth functions without defect or interruption. The vendor(s)/ Service Provider(s) should provide a monthly uptime as defined below for the links, calculated monthly on total availability in that month in minutes.



The network uptime shall be computed as under:

$$\text{Uptime (\%)} = \frac{\text{Sum of TH during the month} - \text{Sum of DH during the month}}{\text{Sum of TH during the month}} \times 100$$

Note: 1. Uptime (%) shall be calculated after providing cushion for permissible MTTR as described above.

2. TH = Total hours

3. DH = Downtime hours

Penalty:

Penalty will be deducted / recovered from the payments of the Service Provider for network downtime as per the following.

Location	Network Uptime	Penalty
Branches	99.00%	Penalty will be deducted @ 1% of the total monthly rental charges for that location for every 0.01% downtime.
DC/DR	99.99%	

The down time commence and will be calculated after allowing applicable MTTR. SLA clauses are applicable for the Link Uptime excluding CPE (Routers) downtimes

The availability of Data centre/DR site should be 99.99% uptime per month, which includes down time due to the preventive maintenance. Preventive maintenance should be done only with prior concurrence of the Bank.

Branches should have uptime of 99.00 % per month, excluding the scheduled preventive maintenance and the down time due to bank's decision, the down time should be restricted to 3 hours in a single event during the working hours of the bank's locations.

Whenever the link downtime happens at any of the locations after the closing of the branch/any of the locations where round the clock connectivity is not required, the bidder in consultation with the branch/Zonal Office may plan and work for the resolution of the link failure either on the same day or before the next working day's business hours depending on the location and the reason for link failure. Such overnight downtime will not be counted for penalty.

Please also note that if the network response is not as per SLA, the same will be treated as link down and penalty will be applied as mentioned above.

Penalty for downtime, if any, will be calculated on monthly basis and will be deducted in the quarterly payment.

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

The penalty for downtime for any link during any month shall not exceed the monthly charges payable for that particular link.

When there is downtime in any of the data centres, all the locations which are connected to the respective data centre will be reckoned as down.



MTTR will not be calculated after working hours for the locations except for data centre. In case of 24*7 locations, MTTR will be calculated during the working hours of the attached branch.

MTTR will be allowed only for two downtime events for each location in a month.

If MTTR is above the limit consistently for six months, it will be treated as unsatisfactory Service and bank may replace the vendor.

As business critical applications will be running on the Bank's Network, any extended downtime will severely affect Bank's business causing substantial financial and reputation loss. Therefore, to avoid such losses, the successful bidder should take adequate steps to deliver the desired uptime.

The Bank will have periodical review of the availability/performance of links. If the links are down continuously for a longer time or non-fulfillment of various parameters in functioning of links, the bank may terminate the contract fully or partly, if required.

Other Service Requirements:

- Successful Bidder(s) should provide redundant link to the Data Centre and DR Site (free of cost) through connection to 2 different PoPs/link under ring topology through two different routes.
- Secondary Backhaul link of 500 Mbps at DC & DR should be provided free of cost and Whenever the converging bandwidth reaches the threshold limit (80%) of bandwidth presently provided at Data centre /DR site, necessary upgradation of primary & Secondary Backhaul bandwidth at these centres should be provided by the bidder without incurring any additional cost to bank.
- The Successful Bidder(s) should ensure that the **Backbone and bandwidth including the last mile is not through BSNL/ MTNL** lines, as the Bank wants total redundancy at service provider level.
- **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(s) should ensure the separation of traffic. The architecture diagram showing the network topology of banks network and the service provider's internet network should be provided.
- **Last-Mile Connectivity (Wireless or Wired Technologies):** Wired as well as Wireless technology options for last mile connectivity should be explicitly stated along with its support for data security.
- Should enable the network for functioning of all the client-server, web based applications deployed/to be deployed by the Bank. The network should be enabled for functioning of videoconferencing on IP etc.
- Based on the requirements of the bank the Service provider(s) should migrate the network to IPV6 without any additional charges.
- **Criteria for completion and acceptance tests:** Acceptance tests will be carried out after the completion of the implementation and delivery of link at each location. Bank will carry out acceptance tests at each location and certify completion based on the results of the tests.
- **Demonstration of the Acceptance Test:**
 - i) Ping from any location to any location including Data Center and DR site for 1000 packets without disruptions. The size of ping echo packet will be 100 bytes, with less than 50 ms response time, under no load conditions. Any response greater than 100ms for 1 hour or more will be considered as down time.



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- ii) Demonstration of jitter sensitive and delay intolerant transport for voice, and video whenever the bank uses them.
- iii) Liaison and co-ordinate with System integrator of the Bank to demonstrate end-to-end IPsec tunnel (business data/mail).
- iv) Liaison with System integrator of the Bank to demonstrate link redundancy/fail over and fail back.
- v) Setup remote management and generate sample-simulated reports from remote NOC.
- vi) The acceptance means Core banking and ATM applications are running successfully at a particular location through Successful Service Provider(s) link.
- Bank will have right to inspect the remote NOC of service provider.
- Ensure the availability of hardware, software, manpower and other facilities required to manage and monitor the network to meet the agreed SLA terms.
- Monitor and manage all links for strict compliance with SLA, QoS and security requirements. The monitoring should be done from the service providers own NOC using SNMP V3.
- Provide 24x7 support for all users for maintaining and integrating the network. Publish NMS reports to prove SLA compliance. The NMS 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 NMS reports.
- The technically short listed bidders may be asked to demonstrate the capability of the submission of NMS reports, to the satisfaction of the Bank, in order to get qualified for Commercial bid evaluation (participation in Online Reverse Auction).
- **VPN Links view:** NMS shall monitor all VPN links by providing detailed view of all interfaces, with traffic, utilization, and error statistics, which helps to gain real-time visibility into the performance of VPN. The following reports should be submitted.
 - **NMS-MIS reports** on utilization, response times of link, uptime reports, number of connectivities in the MPLS cloud, addition and deletion of the connections should be submitted manually or ported in NMS portal on monthly basis or whenever required by the Bank without any errors.
 - **Interface Availability:** It shall show Availability report having interface daily, weekly, monthly or custom period basis to measure network level availability. These details should be shared whenever Trouble Ticket is generated by Bank/Service Provider(s).
 - **Interface Traffic statistics:** It shall show Graphs & reports of interface traffic and utilization statistics to analyze network usage for bank to plan for additional capacity. Alerts have to be sent through mail or ported in NMS portal.
 - **Interface errors:** Service Provider(s) shall provide PE interface errors to quickly identify faulty interface and take corrective action when the issue is reported on mail or a trouble ticket raised in case of any issues.
 - NMS shall have out of the box tools as per the NMS parameters requested in RFP. Data Collection should be possible on MIB Expressions using specific formulas like Utilization of Links in Kilo Bits Per Second, Mega Bits Per Second.
 - NMS shall have ability to display port labels on the connected devices on the network map, as configured in the routers.
 - **Real time and Historical web based reports and web based monitoring through portal** should be provided to the Bank with maximum delay of 15 minutes.



**SECTION III
INSTRUCTIONS TO BIDDERS****Table of Contents**

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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

- a. A pre-bid meeting is scheduled to be held at the following address at 11.00 hours IST on **19/11/2019**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Information Technology Department,
Indian Bank, 2nd floor, Head Office,
66, Rajaji Salai, Chennai – 600001**

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.

DD has to be submitted offline i.e. physically to the address mentioned under schedule 5) of this tender (And Scanned copy of DDs to be uploaded at the time of online submission of Bid). Bidders are requested to write their name and full address at the back of the Demand draft submitted.

Such Bidders who have not chose to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline mode (schedule 8) apart from uploading the scanned DD document during e-tendering.

- 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 at least two days before the date of meeting to the following email ids:

[kapil.bhatia@indianbank.co.in;](mailto:kapil.bhatia@indianbank.co.in)
[m.saravanan@indianbank.co.in;](mailto:m.saravanan@indianbank.co.in)
[rahul.bahuleyan@indianbank.co.in;](mailto:rahul.bahuleyan@indianbank.co.in)
[praveenkumar.s@indianbank.co.in;](mailto:praveenkumar.s@indianbank.co.in)

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be



ported in <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in> and informed vide mail to the bidders who have raised 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(s) requested by a prospective Bidder, may modify the Bidding Document by modification(s) / amendment(s).

3.2 The amendments if any, will be published in the Bank's website and e-procurement website and will form part of the Bidding document.

4. Documents constituting the bid

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

- 4.1 Demand draft for cost of bid document. (copy of DD to be submitted, if Demand draft is submitted during pre-bid meeting)
- 4.2 Bid security (Earnest Money Deposit)
- 4.3 Technical Bid

In addition to the Hard copy of the documents, a soft copy of the technical bid is also to be submitted. Commercial Bid to be submitted by successful bidder after completion of online reverse auction.

Any bid document not accompanied by any of the above are 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 VI – 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 VI – formats 1 to 11 should be submitted along with the technical bid.

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

B. FINANCIAL BID – Breakup details as per format to be submitted by successful bidder after reverse auction.

- i) The price should be quoted in the format attached to this RFP (Format-8 in section-VI)
- ii) The price should be firm and not dependent on any variable factors.



- iii) The final price quoted in the bid should be inclusive of all levies, duties etc. and exclusive of GST.
- iv) No price variation will be accepted for increases in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons.
- v) However, any decrease in Government levies, customs, and taxes till the date of invoice have to be passed on to the Bank.
- vi) Cost must be expressed in Indian Rupees.
- vii) TDS as per rules, if applicable, will be deducted from the amount quoted.
- viii) No commercial information shall be furnished during submission of technical bids.**
- ix) The bidder should have valid digital certificate to participate in the online reverse auction.**

5. Bid Security (Earnest Money Deposit)

- The Bidder should upload at the time of online submission of Bid, as part of its bid, a bid security in the form of a bank guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the Bidding Documents (format-5 in Section VI) for a sum of Rs.7,00,000/- and valid for 135 days from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required.
- Unsuccessful Bidders' Bid Security will be discharged or returned.
- 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 :
 1. If a Bidder withdraws its bid during the period of bid validity
or
 2. In the case of a successful Bidder, if the Bidder fails to sign the Contract within the specified time from the date of issue of purchase order, or to furnish performance security.

6. Period of validity of bids

Bids should remain valid for the period of **90 days** from 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. Bank may seek extension of bid validity period, if required.

7. 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.

8. Sealing and marking of Bids

The Bidder shall seal the bid in envelope, duly marking the envelopes as "**Providing MPLS connectivity for Wide Area Network - PART I (Technical Bid)**".



- The sealed outer envelope shall be addressed to the Bank at the address given below and to be dropped in the box provided at below address.

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

bear the name '**Providing MPLS connectivity for Wide Area Network - PART I (Technical Bid)**' and a statement: "**DO NOT OPEN BEFORE 12/12/2019**", to be delivered within the time and the date specified below.

9. Deadline for submission of Bid

Deadline for bid submission is : **12/12/2019- 15.00 hours**

- Deadline for bid submission is: **12/12/2019- 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 12/12/2019**.
- 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.

10. 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 at **15:30 hours on 12/12/2019**.
- Bank shall call the commercial bids through Reverse Auction. Advance intimation will be given to all qualifying bidders of commercial bid about the date and time of reverse auction.
- 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.

11. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in



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writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

12. Evaluation Methodology

- Bids will be short-listed based on the qualification criteria specified in the bid and compliance to Technical specifications.
- 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.

12.1 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 GST.
- The offer to commission link in 40% of locations (approximately 230 locations) mentioned in RFP for 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, then L4 bidder will be offered to provide the link at L1 Price. If none of the bidders are ready to match with L1 price, order will be placed with L1 vendor for total number of links mentioned in RFP.

13. Splitting of Order

The initial quantity of links will be split in the ratio of 60:40 between L1 and L2 bidders, if L2 bidder agrees to match the L1 Price. If not, L3 bidder will be given the option to match L1 price. If L2 and L3 bidders are not matching the L1 price, then entire quantity will be given to L1 bidder.

If the order is split between two bidders, subsequent locations will be ordered in sequence by giving equal number to both identified bidders.

14. 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.



15. 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, inter alia 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.

16. Bid Pricing Information

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 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.

17. 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.

18. 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.

19. Signing of Contract

Within 15 (fifteen) days of acceptance of the Purchase Order, the successful Bidder(s) shall sign and date the Contract and return it to the Bank (Format- 6 in section VI). Acceptance of purchase order should be submitted within 15 days from the date of issue of purchase order.

20. Performance Security

- Within 15 (fifteen) days of the acceptance of purchase order issued for the project by the Bank, the successful Bidder(s) shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents (format -7 in Section VI) for 10 % of the contract amount valid for a period of sixty six months (with further one month claim period), in the form of a Bank Guarantee.
- The performance security submitted by the successful bidder(s) shall be invoked by the Bank as compensation for any loss resulting from the successful bidder's failure in completing their obligations under the Contract.
- Failure of the successful Bidder(s) 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.

- The performance security will be discharged by the Bank and returned to the Successful bidder(s) not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.



**SECTION IV
CONDITIONS OF CONTRACT****Table of Contents**

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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
- j. **"Supplier/ Successful bidder"** means the company supplying the Goods and Services under this 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 communication

The address of the Bank is:

**Information Technology Department
Indian Bank, Head office, 2nd floor,
66, Rajaji Salai, Chennai -600001
Phone Nos. 044-2527 9816/44/45**

e-mail : kapil.bhatia@indianbank.co.in;
m.saravanan@indianbank.co.in;
rahul.bahuleyan@indianbank.co.in;
praveenkumar.s@indianbank.co.in;

1.5 Notices

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



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 BIDDERS

2.1. Confidentiality

The bidder 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 bidder 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 bidder shall become and remain the property of the Bank and the bidder shall, upon termination or expiration of this contract, deliver all such documents to the Bank together with a detailed inventory thereof. The bidder may retain a copy of such documents.

The bidder 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

3.1. The Successful bidder(s) 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(s) 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.

3.2. The Successful bidder(s) 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

The payments will be made quarterly in arrears for all links working during the quarter. The calculation of rental charges will be done monthly and applicable penalties will be deducted on monthly basis.

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



- a) Original copy of Invoice with Xerox copy showing the details of rental period etc.
- b) Monthly uptime/Downtime report with proof.
- c) Letter from the service provider for claiming payment.
- d) For the links for which the payment is claimed for the first time the link commissioning report from the Branch.

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 SLA for provisioning of links are:-

- The Bidder is expected to complete the responsibilities that have been assigned on time.
- As a deterrent for delays during implementation, Bank would like to levy penalties for delays attributable to the Bidder.

For any delay in installation and commissioning beyond the stipulated period for the link from the date of issuing of commissioning instruction by the Bank, the Bank reserves the right to charge an LD (Liquidated Damages) at the rate of 0.50% of the total 5 years lease rentals (TCO) per week for the portion for which there is delay, subject to a maximum of 10% of the total 5 years lease rentals of the undelivered link. Part of week will be treated as a week for this purpose.

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. In case, the LD reaches 10% as above, the Bank reserves the right to terminate the contract and invoke all the BGs submitted by the service provider.

6. CONTRACT PERIOD

Initially, the contract period shall be minimum five years and will be reviewed annually, if necessary. Either party may terminate the contract by giving notice of 180 days.

7. TERMINATION FOR DEFAULT

7.1 The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Successful bidder(s), may terminate this Contract in whole or in part :

- a. If the Successful bidder(s) 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
- b. If the Successful bidder(s) fails to perform any other obligation(s) under the Contract.
- c. If the Successful bidder(s), in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.



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(s) shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful bidder(s) shall continue performance of the Contract to the extent not terminated.

8. FORCE MAJEURE

- 8.1 The Successful bidder(s) 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(s) 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(s) 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(s) 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 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 Either Parties, by 180 days written notice, sent to other party 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



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extent to which performance of the Successful bidder(s) 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 :

- a. 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(s) an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Successful bidder(s).

10.SETTLEMENT OF DISPUTES

10.1 If any dispute or difference of any kind whatsoever shall arise between the bank and the Successful bidder(s) 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(s) 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.

10.4 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(s) 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 Successful bidder(s); 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 presiding Arbitrator, 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.
- 10.5 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(s).
 - c) Submitting to arbitration may be considered as additional remedy and it does not preclude the parties 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(s) 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.

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(s) 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.



SECTION V**INSTRUCTIONS TO BIDDERS FOR E-TENDERING****1. GENERAL**

These Instructions for e-Tendering supplement other terms and conditions of this tender.

2. INSTRUCTIONS**2.1. RULES FOR WEB PORTAL ACCESS**

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://indianbankeprocure.etenders.in> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.



8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

2.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://indianbankeprocure.etenders.in>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) The registered User will receive the Activation link on the registered Email id. The user is now required to activate by clicking on "Click Here" link sent to registered Email id
- c) Login with the User id and Password to the e-tendering Portal where the registered users are required to upload the scan copy of the PAN Card and GST Registration certificate to map the DSCs
- d) After the Signing and Encryption/Decryption certificates are mapped to the login ID and successful verification of Encryption/Decryption, go to event management and proceed for bidding process by uploading necessary documents
- e) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Nextenders (India) Pvt. Ltd.

Note: Please contact M/s. Nextenders Pvt. Ltd.'s support desk (as given below), to get your registration accepted/activated and for further clarifications.



Support Desk Contact Details

M/s. Nextenders (India) Pvt. Ltd
Yuchit, Juhu Tara Road
Mumbai – 400 049.
Support Contact No. 020-25315555 Ext no 8 then 8
Support Email: support.indianbank@nextenders.com

2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- a. Eligibility Criteria, along with all supporting documents required.
- b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents and product literature in support of Technical specifications.
- d. Relevant brochures
- f. Compliance to Technical Specifications as per Technical Bid.
- g. Any other information sought by the Bank with relevant to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

2.4. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.



2.5. OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.

- a) Earnest Money Deposit/Bid Security
- b) DD towards Cost of bid document

Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document and EMD.

The bidder is requested to submit the original documents in a Sealed Envelope on or before 12/12/2019, 03.00 PM to the address mentioned under schedule 5) of this tender. The envelope shall be super scribed as "Providing MPLS connectivity for Wide Area Network" and the words 'DO NOT OPEN BEFORE (12/12/2019 at 03.30 PM)'.

2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://indianbankeprocure.etenders.in>), click on System Requirement Manual/ User Manual.

The following 'Four Key Instructions' for bidders must be assiduously adhered to –

- a.** Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- b.** Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c.** Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- d.** Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.



SECTION VI**BID FORM, PRICE SCHEDULES AND OTHER FORMATS****Table of Contents**

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1. TECHNICAL BID

Date:

To

Chief Manager,
Expenditure Department, First Floor,
Indian Bank Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai, PIN 600 014.
Dear Sir,
Sub: Providing MPLS connectivity to Wide Area Network.
Ref: RFP: CO/ITD/CNW/411/R1/2019-20 dated 15/11/2019.

Having examined the Bidding Documents including Addenda Nos.(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Provide MPLS connectivity to Wide Area Network** and submit our technical Bid as follows:

SPECIFICATIONS
Technical Specifications for MPLS leased lines:

Sl.No	Product Description	Please write Complied or Not Complied
1	Provide Layer 3 MPLS-VPN Links for Bank connectivity with last mile through wired/Radio Frequency(RF) media at the locations and new locations proposed in future across India	
2	MPLS VPN links with highest class of service of the service provider- 100% bandwidth should be available.	
3	The link cost includes the interconnect charges if any payable to the Data Center providers and the links are to be terminated in Indian Bank routers.	
4	The links are to be provided with any to any route topology i.e., All of the Bank's sites/Branches should be reachable to each other through MPLS network of the service provider and without touching Bank's Core router at DC/DR Site. The routing between devices should be done using BGP.	
5	MPLS VPN link with termination at premises of 1)Indian Bank DC Chennai and 2)Indian Bank DR Hyderabad on Fiber (Multimode-LC) on service providers own cables	
6	Should provide redundancy for the last mile to the data centre and DR site through connection to 2 different PoPs/ link under ring topology through two	



	different routes	
7	Supply of VPN bandwidth for Bank connectivity through Ethernet.	
8	The network equipments deployed will be ipv6 compatible and whenever the bank requires the network will be migrated to IPV6 without any additional cost.	
9	The Backbone and bandwidth including the last mile is not through BSNL/ MTNL lines.	
10	If the last mile is in wireless, then such media should be licensed and the communication on wireless media should be encrypted	
11	The Successful bidder shall be responsible for the configuration of the hardware, installation and commissioning of the link with appropriate wiring	
12	Configure automatic fail over using dynamic routing protocol and without disturbing the existing network between Primary and Secondary links at all locations where Primary link is already available and secondary link is being provided through this RFP process. If the proposed connectivity may be used as primary link or for load balancing/sharing/Unified Communications of bank's traffic depending upon the convenience of bank	
13	Implement and ensure Fallback solution to switch over to DR site as and when required by the bank	
14	All hardware required for terminating the connectivity at bank end except the router shall be provided, maintained and managed by the Successful bidder and shall remain the property of Successful bidder during and after the completion of the contract.	
15	Row/Roof rights in bank premises will be arranged by bank subject to feasibility .Successful bidder should not demand any extra cost from the bank for installation of equipments to commission the link(both wired and RF)	
16	Shall do installation and commissioning of Last mile connectivity at all locations for which connectivity is requested by the bank.	
17	At no point of time the traffic of the Bank will be moving out of the country for any purpose.	
18	The WAN traffic of bank is totally separated from internet traffic and the links are not connected to Internet at any point.	
19	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 within 15 days and any 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	
20	Shall monitor and manage all links for strict compliance with SLA.	



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21	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.	
22	Shall publish NMS reports for bandwidth, application wise utilization and prove SLA compliance.	
23	Shall provide reports on service's performance including throughput, delay and loss parameters etc	
24	Demonstrable of the Acceptance Test i) Ping from any location to any location including data centre and DR site for 1000 packets without disruptions. The size of ping echo packet will be 100 bytes, with less than 50ms response time, under no load conditions. Any response greater than 100ms for 1 hour or more will be considered as down time. ii) Demonstration of jitter sensitive and delay intolerant transport for voice, and video whenever the bank uses them. iii) Liaison and co-ordinate with System integrator of the Bank to demonstrate end-to-end IPsec tunnel (business data/mail). iv) Liaison with System integrator of the Bank to demonstrate link redundancy/fail over and fall back. v) Setup remote management and generate sample-simulated reports from remote NOC. vi) The acceptance means Core banking and ATM applications are running successfully at a particular location through Successful Service Provider link .	
25	MIS Reports a) <i>VPN Links view</i>: NMS shall monitor all VPN links by providing detailed view of all interfaces, with traffic, utilization, and error statistics, which helps to gain real-time visibility into the performance of VPN. b) <i>Interface Availability</i>: It shall show Availability report having interface daily, weekly, monthly or custom period basis to measure network level availability. These details should be shared whenever Trouble Ticket is generated by Bank/Service Provider. c) <i>Interface Traffic statistics</i>: It shall show Graphs & reports of interface traffic and utilization statistics to analyze network usage for bank to plan for additional capacity. Alerts have to be sent through mail or ported in NMS portal. d) <i>Interface errors</i>: Service Provider shall provide PE interface errors to quickly identify faulty interface and take corrective action when the	



	issue is reported on mail or a trouble ticket raised in case of any issues. e) NMS shall have out of the box tools as per the NMS parameters requested in RFP. Data Collection should be possible on MIB Expressions using specific formulas like Utilization of Links in Kilo Bits Per Second, Mega Bits Per Second f) NMS shall have ability to display port labels on the connected devices on the network map, as configured in the routers. g) NMS- MIS reports on utilization, response times of link application, uptime reports, number of connectivities in the MPLS cloud, addition and deletion of the connections should be submitted manually or ported in NMS portal on monthly basis or whenever required by the Bank without any errors. h) Real time and Historical web based reports and web based monitoring through portal should be provided to the Bank with maximum delay of 15 minutes i) The required data/reports/information should be provided, as and when asked by Bank.	
26	Any Upgradation in the bandwidth requirements at any of the locations has to be made available within 21 days from the date of work order and the same should be provided after the working hours at the respective location with pre-determined downtime, in consultation with Bank, not exceeding four hours for the existing systems and network. Also the Upgradation in Bandwidth on demand should be provided, wherever feasible, without any change in the media already provided.	
27	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.	
28	When the location which is connected using Wireless last mile and if subsequently wired connectivity become feasible the vendor have to convert the last mile to wired link	

The Bank does not bind itself to accept the lowest offer and may at its discretion accept one or more bidders for availing the facility on PAN India basis.

List of deviations from the required specifications:

1)

2)



(If left blank, it is treated that there are no deviations in the compliance of specifications)

We enclose the technical brochures 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.

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 the contract amount for the due performance of the Contract, 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.....

.....
Signature:

Mobile No.

Email :

(In the Capacity of)

..... Duly Authorised to sign bid for and on behalf of
(give below the Name & Address of Bidder)



2. Bidder 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:			
Chennai Office:			
Head Office Phone, fax, E-Mail			
Chennai Office Phone, fax, E-Mail			
Please provide details of ownership: private/public; Holding company, If any.			
Top 3 shareholders			
No. of Years in NETWORKING business			
Name of the Contact person			
Phone / Mobile/ FAX			
Financial Background (in Crores)	2016-2017	2017-2018	2018-2019
Turnover			
Net Profit After TAX			
Total Assets			
Total Liabilities			
Networth			
Total number of POPs			



3. SELF DECLARATION – BLACKLISTING**Ref. RFP: CO/ITD/CNW/411/R1/2019-20 dated 15/11/2019.**

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 MPLS connectivity to Wide Area Network.**Ref: RFP: CO/ITD/CNW/411/R1/2019-20 dated 15/11/2019. .**

We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks currently.

Signature of Authorized Official**Name and Designation with Office Seal****Place:****Date:**

4.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).

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 (Please tick the relevant points)	• Design of the Network • Provision of leased lines • Implementation of the network • Network Monitoring • Maintenance of the network links • Maintenance of the network equipment
No. of remote sites implemented in the project	
Professional staff provided by your firm for the project	
Duration of the project	
Details of the Network equipment used in the project Routers: Modems:	
Any other relevant details on the project	
Letter of Satisfaction	Copy of letter to be Enclosed



5. BID SECURITY FORM

Whereas(hereinafter called "the Bidder") who intends to submit its bid for (name and/or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we (name of bank) of (name of country), having our registered office at (address of bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of _____ for which payment well and truly to be made to the said 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

2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, 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.

This guarantee will remain in force up to, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

NOTE : 1. 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.



6. CONTRACT FORM

THIS AGREEMENT made theday of....., 201... Between Indian Bank (hereinafter "the Bank") of the one part and..... (Name of Supplier) of..... (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Bank invited bids for certain Goods and ancillary services viz.,..... (Brief Description of Goods and Services) and has accepted a bid by the Successful bidder for the supply of those goods and 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 Bank's Notification of Award.
3. In consideration of the payments to be made by the Bank to the Successful bidder as hereinafter mentioned, the Successful bidder hereby covenants with the Bank to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Bank hereby covenants to pay the Successful bidder 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 Successful bidder are as under:

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE

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.

Signed, Sealed and Delivered by the
said (For Indian Bank)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Supplier)
in the presence of:.....



7. PERFORMANCE SECURITY FORM

Bank Guarantee No. _____

Date _____ :

To : INDIAN BANK, Chennai, INDIA :

WHEREAS (Name of Supplier)
hereinafter called "the Vendor") has undertaken, in pursuance of Contract
No..... dated,..... 201... to.....(Description of Goods
and services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Vendor
shall furnish you with a Bank Guarantee by a recognised bank other than Indian Bank
for the sum specified therein as security for compliance with the Vendor's performance
obligations in accordance with the Contract.

AND WHEREAS we have agreed to give on behalf of the Vendor a Guarantee:

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

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 ab b
solute and unequivocal.

This guarantee is valid until theday of.....201.....

Signature and Seal of Guarantors

.....
Date.....201.....
Address:.....
.....

NOTE :

1. Vendor should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.
2. Bank guarantee issued by bank located in India shall be on a Non-Judicial Stamp Paper of requisite value for a period of Sixty six months(with further one month claim period).
3. (The above format is illustrative only and may be suitably modified later by Indian Bank)



8 .COMMERCIAL BID FORMAT(To be submitted after Online Reverse Auction)

Ref. RFP: CO/ITD/CNW/411/R1/2019-20 dated 15/11/2019.

TO

Date:

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

Dear Sir,

Sub:Providing MPLS connectivity to Wide Area Network.

Ref: Bid Document No. RFP: CO/ITD/CNW/411/R1/2019-20 dated 15/11/2019.

Further to the reverse auction dated _____, we, the undersigned, offer to **Provide MPLS Connectivity to Wide Area Network** of your Bank, and we submit our Commercial Bid with Break up details as follows:

Price Schedule:

(I) CONNECTIVITY CHARGES:

Bandwidth Required with 100% bandwidth availability (highest class with data and voice)	No of locations (A)	Annual charges per location in Rs. (B) #	Total annual charges for the total locations in Rs. (C=A*B) #
2 Mbps MPLS VPN	575		
500 Mbps MPLS VPN	2		
Total Charges payable per year (total of column C) in Rs.			

(II) SHIFTING CHARGES:

Type of Shifting	Qty @ (D)	One time charges (E)# in Rs.	Total one time charges in Rs. F=(D)*(E) #
Shifting outside the premises within the city	25		



@ The quantity mentioned above for shifting is only to arrive L1 price. The actual quantity may vary (i.e. it may be more or less than the quantity mentioned).

(III) SUMMARY

S.No	Description	Amount (in Rs.) #
1	Connectivity Charges (Total (C) of I)	
2	Shifting charges (Total (F) of II)	
Grand Total (Quoted in Reverse Auction)		

Exclusive of GST

Installation and equipment charges to be included in the above annual charges. Bank will not pay one time charges and costs towards equipments separately.

Additional links will be provided at the rates quoted above.

If there is any reduction in bandwidth charges in market/Govt/TRAI then same has to be passed on to the bank.

We abide by details given above and the terms of the bid document.

For**Office Seal****(Authorised Signatory)****Place:****Name:****Date:****Designation:****E-mail:**

**9. PROFORMA OF CERTIFICATE FOR ISSUE BY
BRANCHES AFTER SUCCESSFUL COMMISSIONING**

Date :

Sub: Certificate of commissioning of equipment

1. This is to certify that the services as detailed below has/have been received in good condition (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.
- (a) Contract No. _____ dated _____
- (b) Description of the services _____
- (c) Quantity _____
- (d) Date of delivery _____
- (e) Date of commissioning and proving test _____

2. The acceptance test has been done to our entire satisfaction
3. The Successful bidder has fulfilled its contractual obligations satisfactorily
- or

The Successful bidder has failed to fulfill its contractual obligations with regard to the following:

- (a)
- (b)

Signature _____

Name _____

Designation with stamp _____



10. FORMAT FOR PRE-BID QUERIES

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



11. CHECKLIST FOR DOCUMENTS TO BE SUBMITTED BY THE BIDDER

S. No.	Item Description (Tick Yes if the item is attached, else No)	Submitted
1.	Signed Technical Bid Document with Addendas	Yes / No
2.	Proof of Authorised Signatory	Yes / No
3.	Proof of Public/Private Limited Company (Copy of Certificate of Incorporation)	Yes / No
4.	Proof of positive net worth for last 3 consecutive years (2016-17, 2017-18 and 2018-19) with minimum annual turnover of Rs. 50 crores during last 2 financial years (2017-18,2018-19) (Attested copy of positive net worth by authorised CA to be submitted)	Yes / No
5.	Proof of having atleast three years experience in supplying, installing, commissioning and maintenance of MPLS VPN and having implemented MPLS VPN in two Banks/Financial Institutions in India and one of them should be a Public Sector Bank in India (Copy of purchase order issued by Banks/ Financial Institution)	Yes / No
6.	Proof for having connected atleast 1000 sites across India, out of which atleast 200 sites should be of a single customer	Yes / No
7.	Proof for valid NLD and MPLS- VPN license with BSO/UASL from regulatory authorities/Govt. of India to provide and operate MPLS connectivity to customers	Yes / No
8.	Declaration for having 1,00,000 KM own fibre connectivity network across India	Yes / No
9.	Letter of Satisfcation on MPLS VPN service from atleast two existing customers who have availed MPLS VPN connectivity for atleast 3 years continuously	Yes / No
10.	Copy of Valid ISO 27001 certification for NOC.	Yes / No
11.	Proof for having support services in all state capitals, Metros and at all major urban locations all over the country	Yes / No
12.	Declaration for Blacklisting	Yes / No
13.	DD for Application Form	Yes / No
14.	BID Security Form (Bank Guarantee only)	Yes / No
15.	Vendor Profile Form	Yes / No
16.	Client Reference	Yes / No

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

