



REQUEST FOR PROPOSAL (RFP)

for

**SUPPLY, INSTALLATION, CONFIGURATION, TESTING, COMMISSIONING, WARRANTY AND
MAINTENANCE OF 2300 NUMBERS OF SD-WAN (Software Defined Wide Area Network) ENABLED
ROUTERS WITH LICENSES**

Last date for seeking Pre-bid clarifications	08.06.2022 at 05:00 PM
Date and time of Pre Bid Meeting	13.06.2022 at 03:00 PM
Last Date for receipt of bids	18.07.2022 at 03:00 PM
Date and time of opening Technical bids	18.07.2022 at 03:30 PM

Issued BY:

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SCHEDULE

1)	Tender Reference Number and Date	RFP No. Ref: CO/ITD/CNW/306/R1/2022-23 dated 01.06.2022
2)	Last date for seeking Pre-bid clarifications/ queries through email NAVEEN.NIGAM@indianbank.co.in RAJIVE.RASTOGI@indianbank.co.in VISHAL.VERMA@indianbank.co.in RAJESH.JADON@indianbank.co.in	08.06.2022 at 05:00 PM
3)	Last Date & Time for submission of Bids in Online & Offline Mode	18.07.2022 at 03:00 PM Address for physical submission Chief Manager Indian Bank, Head Office 66, RajaJi Salai, 2nd Floor Chennai, Pin 600001 URL for Online submission of bid e-procurement portal: https://www.tenderwizard.com/indianbank
4)	Documents to be submitted Online	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 Functional & Technical Specifications. g. Tender document and its addendums with authorizing person's signature g. Any other information sought by the Bank with relevant to this tender



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5)	Documents to be submitted physically by Bidders (Offline Mode)	<p>1. DD towards Cost of bid document Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.:</p> <p>Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>2. Bid Security / Earnest Money Deposit</p> <p>3. Integrity Pact</p> <p>Note: a) Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 & 2.</p>
6)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	18.07.2022 at 03:00 PM
7)	Date of Online Reverse Auction (Part II)	Will be intimated (via email) after technical evaluation of the bids submitted.
8)	RFP Cost	<p>Non-refundable Rs. 10,000/- in the form of DD favouring "Indian Bank". Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.:</p> <p>Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>Mode of submission: (Offline for DD/Online for e-transfer)</p>
9)	Online Bid Submission Details	<p>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. Antares Systems Limited through website https://www.tenderwizard.com/indianbank</p>



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This RFP document can be downloaded from the website: <https://www.indianbank.in> and e-procurement portal: <https://www.tenderwizard.com/indianbank> .

Information regarding RFP will also be available on CPPP Portal <https://eprocure.gov.in/cppp/> and **Paper publication will be done for the information regarding publishing the RFP, however Clarifications, Modifications and Date of Extensions, if any, will be published in website: <https://www.indianbank.in> and e-procurement portal <https://www.tenderwizard.in/indianbank> only.**

The term “*Bid*” & “*Quote/Quotation*” bears the same meaning in this RFP. This tender document is the property of Indian Bank & is not transferable.



SECTION – I

REQUEST FOR PROPOSAL (RFP)

The Bank is interested in identifying the companies providing the services for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of 2300 numbers of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses

Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. Bidders should enrol/register before participating through e-procurement website. Bids have to be submitted online only through e-procurement website. Part II – Commercial Bid will be called through Online Reverse Auction Process, Intimation will be given to all qualifying bidders about the date and time of reverse auction.

Interested eligible bidders may submit their quotation for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of 2300 numbers of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses, as specified in Part-I as per the following procedure:

1. Bidders should enrol/register before participating through website - <https://www.tenderwizard.com/indianbank>. 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.
2. 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.
3. 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.
4. 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.



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5. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion without assigning any reason thereof.
6. condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) & MSEs (In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises, Order 2012) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).

7. MAKE IN INDIA

This RFP 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, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 04th June 2020, and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated September 16, 2020 & its amendments/clarifications (if any)

This RFP is further governed by Department of Telecommunication notification no 18-10/2017, dated 29th August 2018, 31st August, 2021 and subsequent notification no 18-10/2017 dated September 27, 2021 & its amendments (if any).

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) & as per Bank Policy and basis of allotment will be done in terms of the same.

- i. Definitions: For the purpose of this tender
 - a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the bank, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
 - b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.
 - c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under this Order.
 - d. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under this Order.
 - e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.



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- f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.
- ii. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement
 - a. In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
 - b. In procurement of all goods, services or works, not covered by sub-para ii(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
 - c. For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.
- iii. Purchase Preference
 - a. Subject to the provisions of this Order and to any specific instructions issued by the bank or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by bank in the manner specified here under.
 - b. In the procurements of goods or works which are covered by para ii(b) above and which are divisible in nature, the 'Class-I local supplier shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 2. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - c. In the procurements of goods or works which are covered by para ii(b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone,



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the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- d. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by bank.
- iv. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
- v. Verification of Local Content:
- a. The 'Class-I local Supplier'/'Class-II local Supplier' at the time of tender, bidding or Solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier'/'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.
 - c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.
- vi. If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it



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may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advise of nodal ministry.

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being Supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.”

8. BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA and Bank's Policy:

- 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.
- 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.
- 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.
- 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.
- MSEs are also exempted from payment of cost of bid documents and submission of bid security.
- 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.
- 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).
- The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) & MSEs (In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises, Order 2012) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).



9. RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA:

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020 and Bank's Policy, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority"

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above



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"Beneficial owner" will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

- a. Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

10. Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender at any point without assigning any reason therefor.
- (iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1bidder) for further reduction in price under exceptional circumstances.
- (iv) 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.



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- (v) The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- (vi) Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

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



SECTION-II
INSTRUCTIONS TO BIDDERS

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 through Video Conference/Skype/Web-ex on **13.06.2022 at 03:00 PM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- 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 to the following email ids on or before **08.06.2022 at 05:00 PM**:

NAVEEN.NIGAM@indianbank.co.in

RAJIVE.RASTOGI@indianbank.co.in

VISHAL.VERMA@indianbank.co.in

RAJESH.JADON@indianbank.co.in

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, or transferring the amount in the account as detailed in schedule 8. Bidders have to ensure that cost of bid document i.e. Rs.10,000/- has already been remitted to the account as mentioned in Schedule 8, or dispatched through demand draft (Copy of demand draft to be attached), to the below mentioned address, before raising the queries through email:

Indian Bank, Head Office, 66, Rajaji Salai, 2nd Floor, Chennai- 600 001

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



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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 websites: <https://www.indianbank.in> and <https://www.tenderwizard.com/indianbank> 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 e-procurement website and will form part of the Bidding document.

4. 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.

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.

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

5. Financial Bid

1. The Bank finalize commercials through online reverse auction after evaluation of Part I after giving due notice to the technically qualified bidders.
2. The calling for quote does not confer any right on the bidder for being awarded any purchase order.

6. Clarification of Bids

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

The Bidder shall make his/her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although certain information's are provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank reserves the right to accept or reject any/all tender in



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whole or in part without assigning any reason whatsoever. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

7. Bid Security & Cost of Bid Document

The Bidder should furnish, a bid security in the form of a bank guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than “Indian Bank” for a sum of Rs.50,00,000/- (Rupees Fifty Lakhs only) and valid for 225 days from the last date for submission of Bid in the form of a Bank Guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than “Indian Bank”, in the format specified in the bid document (Annexure-V) along with Part-I. Bank may seek extension of Bank Guarantee, if required.

Unsuccessful bidders’ bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank or after issuing purchase order to the successful L1 bidder, whichever is earlier.

The successful Bidder’s Bid Security will be discharged upon the Bidders signing the Contract and furnishing the Performance Security.

The bidder will forfeit the Bid Security

a) if a Bidder withdraws its bid during the period of bid validity.

Or

b) in the case of a Successful Bidder, if the Bidder fails to sign the Contract & NDA or to furnish Performance Security.

Please note: Relaxation if any, extended by GOI/ competent authorities for furnishing EMD shall be passed on to eligible bidders.

Cost of Bid Document **Rs.10,000/- (Rupees Ten Thousand only)** along with technical bid to be submitted in the form of DD favouring Indian Bank, payable at Chennai, if not participated in the pre-bid meeting, or through electronic transfer as detailed in schedule 8.

MSE/NSIC registered bidders are exempted from submitting the bid security. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period, along with declaration as per Annexure -X duly signed by company secretary/Director of the concerned enterprise.



8. Evaluation Criteria

➤ General/Technical Evaluation

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.

Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the RFP without material deviations.

The Bidder should satisfy all the Eligibility Criteria mentioned in Section III of this RFP.

The hardware offered should meet all the Functional & Technical Specifications as stipulated in the bid.

Bank reserves the right to visit bidder's premises for evaluation of the product to be provided.

➤ Commercial evaluation

Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction to identify lowest quoted (L1) Bidder.

In the reverse auction, the bidder will be required to quote only total cost as mentioned in the commercial bid format (Part-II of RFP). The price quoted should be inclusive of all charges but exclusive of taxes only. The bidder who quotes lowest amount will be identified as successful bidder. The successful bidder has to submit price break up as per commercial bid format within two (2) days, post completion of reverse auction directly to Bank duly signed by the authorised signatory. The unit price for each line item should be comparable to prevailing market rates.

9. Proposal Process Management

The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the bank reserves rights to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons.

Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and any other meetings during the process.



10. Liabilities of Bank

This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

11. Bid and Proposal 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.

12. 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.



SECTION-III
CONDITIONS OF CONTRACT

1) Scope of the Project

- The Bidder has to supply and install the 2300 numbers of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses.
- The Bidder has to provide manpower support for a minimum period of one year from OEM and Bidder. Service will start after successful installation of SDWAN enabled routers at 25 branches.
- Configure the SD-WAN (Software Defined Wide Area Network) enabled routers as per the Bank's requirement during the installation and replacement/repair.
- The Bidder has to supply and install SD-WAN (Software Defined Wide Area Network) enabled routers with SD-WAN Central Device/Gateway/Head End Router and SD-WAN Controller or Manager to be covered under warranty for One (1) year and AMC for Four (4) years

2) Eligibility Criteria

- a) The Bidder should be a Public/Private Limited Company and should be in existence in India for the last 5 years (as on 31.03.2022). In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original partnership firm/limited company will be taken into account. Copy of Certificate of Incorporation issued by the ROC and Articles of Association should be submitted.
- b) The Bidder should be a profit-making company and should have earned Net profit in at least two out of three preceding Financial Years (FY 2019-2020, 2020-2021 & 2021-2022*) and Operating profit in the other Financial Year as per the audited Financial Statements. Bidder should provide audited Profit & Loss Statement along with auditor/chartered accountant certificate.
- c) The Bidder's yearly turnover should be minimum Rs.100 crores during last three financial years (i.e. 2019-2020, 2020-2021 & 2021-2022*)
- d) The Bidder should not have been blacklisted by any Government Department / PSU / Banks currently.
- e) The bidder should be the Original Equipment Manufacturer (OEM) or certified / authorized partner of Original Equipment Manufacturer (OEM) of the proposed hardware/software etc.

Note: -

- The bidder can be an authorized supplier of an OEM or OEM itself, but both OEM and its authorized supplier cannot bid simultaneously for the same item/product.
- If a bidder submits a bid on behalf of the OEM, the same bidder cannot submit a bid on behalf of another OEM for the same item/product.



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- Letter from the OEM authorizing the bidder to participate in the RFP should be submitted. In case OEM is directly participating self-declaration has to be provided by OEM
- f) The bidder should have supplied and maintaining SDWAN (Software Defined Wide Area Network) solution in any Govt. organizations /PSU/PSB or any scheduled commercial Bank (including RRBs/ Cooperative Bank)/ BFSI in India with minimum 1000 quantities in past 5 years through multiple purchase orders. However, at least single purchase order of minimum 300 quantities is mandatory. Documentary proof from the concerned organization for having supplied and maintaining the solution is to be submitted.
- g) The proposed router of same make must have been supplied and installed by the bidder/OEM in at least One (01) Schedule Commercial Bank/PSU/Govt. Organization/Govt. Unit/BFSI in India with minimum 1000 quantities in past 5 years.”
- h) The Bidder should have their own office / franchise for service support in at least 15 cities (including Mumbai and Chennai). Self-declaration is to be submitted.
- i) The Items/Solution proposed should not be due for declaration of End of Sale within 2 years of last date of submission of Bid. Further proposed Items should not be due to reach ‘End of Support’ within Five (05) years from the date of issue of purchase order. OEM’s Undertaking on company letter head signed by authorized signatory of the OEM, clearly mentioning about the confirmation of End of sale and End of Support is to be submitted.

**If 2021-22 Financial Statements of any bidder is unaudited then Bank would consider the CA Certificate for the provisional financial statements for FY 2021-22 along with an undertaking letter from the bidder that the 2021-22 Statements are not audited.*

3) Delivery Schedule and Deliverables from the Bidders

3.a) Bill of Material

Item wise expected quantities to be procured under the proposed procurement is as under:

S. No	Item	Quantity Required
1.	SD WAN Router (inclusive of One (01) year of warranty support and Four (4) years AMC). [as per the “Specifications of SD-WAN Router”]	2300
2.	*SD-WAN Controller or Manager etc., at DC in HA mode (with 1-year warranty and 4 years AMC). [As per the Specification of SD-WAN controller]	(1+1) – one box should be capable to handle the full load
3.	*SD-WAN Central Device/Gateway/Head End Router (with 1-year warranty and 4 years AMC) at DC in HA mode. [As per the Specification of SD-WAN Gateway/Head End Router]	(1+1) – one box should be capable to handle the full load
4.	*SD-WAN Controller or Manager etc., at DR in HA mode (with 1-year warranty and 4 years AMC). [As per the Specification of SD-WAN controller]	(1+1) – one box should be capable to handle the full load



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S. No	Item	Quantity Required
5.	*SD-WAN Central Device/Gateway/Head End Router (with 1-year warranty and 4 years AMC) at DR in HA Mode. [As per the Specification of SD-WAN Gateway/Head End Router]	(1+1) – one box should be capable to handle the full load
6.	On site resource /Facility Management at NOC/DC or any other location finalized by the Bank	2 Engineer (1 - L2 Engineer from OEM and 1 – L2 engineer from Bidder for the initial period of one year, commencing after successful installation of SD WAN routers at 25 branches)

*The Hardware/Server/Storage for the SDWAN controller or Manager etc. at the central site at DC and DRS is to be provided by the bidder.

Note: -

- The Purchase Order may be placed in part or full by the Bank. The quantity or number of equipment to be purchased is only indicative. No guarantee or assurance is being provided hereby as to the exact quantity of equipment to be purchased or the minimum order quantity. The successful bidder has to advise the Bank/Network Integrator about the movements of their shipment well in advance.
- The Purchase Order for delivery of routers will be issued in a phase wise manner. After successful installation of SD-WAN enabled routers at branches/Offices and based on satisfactory/unsatisfactory performance during the first phase of Branch equipments installation, Bank may or may not order remaining SD-WAN enabled routers.

3.b) General Responsibilities

General Responsibilities		
S. No.	Scope	Complied Yes/No
1	Supply, Installation, Configuration, Commissioning, Warranty Support and Maintenance of Branch Network Routers with SD-WAN Solution (both Hardware and Software) and its associated accessories, as per the functional & technical specification at various branches/offices of the Bank spread across the country for a TCO period of 5 years which comprises 1-year warranty period followed by 4 years of annual maintenance support. If there is a gap between the Bank's requirements and the OEM warranty/ AMC, then it will be the responsibility of Bidder	



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General Responsibilities		
S. No.	Scope	Complied Yes/No
	to fill the gap.	
2	The bidder should comply to the functional & technical specifications of SD WAN solution and Router.	
3	The Hardware/Server to be installed for the central site controller/Manager etc. (At DC and DR) is to be provided by the successful bidder. The Hardware/Server provided by the successful bidder should be horizontally scalable.	
4	The successful bidder has to ensure that at any instance, the utilization of the CPU or Memory or Storage, etc. of the Hardware/Servers installed should not cross 60% of the utilization at any given point of time of the total available resources respectively. In case, if the usage of any of the component (CPU, Memory, Storage, etc.) goes beyond 60% (for 5000 Routers), the successful bidder has to provide the additional resources to maintain the service level within 1 month of the incident notified by the Bank to the successful bidder, at no additional cost to the Bank. In case, if the successful bidder does not provide additional resources to maintain the service level, the penalty amounting to INR 5,000/- per week is to be levied on the bidder. The amount of penalty will be recovered from Annual Maintenance charges of the devices installed (routers, & SD-WAN Solution) payable for subsequent Quarter/ year/ previous payments/ forthcoming payments/Performance Bank Guarantee held with the Bank.	
5	The product should be as per the functional & technical specifications. As the equipment is required to be deployed in the Bank's network, bidders must quote a suitable model from their product portfolio that are meant for enterprise category.	
6	Bidder to provide all the necessary hardware and software required to make the solution & equipment work strictly as per technical specifications mentioned in the RFP. The technical specifications specified in this document are minimum and the bidder can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no weightage would be given for higher configurations.	
7	Bidder will provide all required documentation regarding the complete project and provide a detailed project plan for supply, implementation and migration and provide weekly updates on project progress.	
8	Bidder will consult bank stakeholders and OEM services for configuration related changes within Data Centre on SDWAN Controllers and Headend router	
9	Bidder will be responsible for Project Management Services	



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General Responsibilities		
S. No.	Scope	Complied Yes/No
10	Bidder will engage OEM Project Manager for OEM related tasks including Design, Build, Testing and Branch Migration. OEM Project Manager will work closely with bidder and Bank's Project Management Team	
11	Bidder Program Manager and OEM Project Manager will participate in scheduled project review Meetings and Conference calls	
12	Bidder Program Manager and OEM Project Manager will work with Bank to identify and document dependencies, risks and issues associated with the project.	
13	Bidder will be responsible for conducting Business Reviews Quarter to update on progress of OEM deliverables, jointly plan focus areas and deliverables for next Quarter	
14	Bidder will review the equipment delivery as per bill of material approved by Bank	
15	Bidder will jointly with bank review the racking, stacking, cabling Plan, POST, in line with OEM's best practices.	
16	Bidder will provide Review and recommendation for unpacking and any physical movement of those equipment's within Data Centre	
17	Bidder will engage to prepare all documentation as required for the design and deployment	
18	<p>Successful Bidder shall ensure that all supplies (Solutions, Hardware, Software) must not be 'End of Life (EoL)' and 'End-of-Software Support (EoSS)' for the entire duration of the contract. In case the OEM has not declared the EoL/EoSS dates for the equipment proposed by the bidder, the bidder has to submit along with the bids a letter of undertaking from the OEM on OEM's Letterhead confirming: -</p> <p>(a) OEM has not declared the EoL/EoSS dates for the equipment under reference as on the date of issue of the letter (which shall be on or after the floating date of the RFP), and</p> <p>(b) the equipment shall not be EoL/EoSS for the entire duration of the contract. However, if for reasons beyond the control of OEM/Bidder, the EoL/EoSS dates are declared by the OEM during the contract period and if those dates are prior to the date of end of contract period, the bidder has to arrange for the replacement of equipment with equivalent or higher specifications (working in Bank's environment) which will not reach EoL/EoSS for the remaining duration of the contract at no extra cost to the Bank.</p> <p>This replacement must be completed 6 months prior to the date of EoL/EoSS of the current router.</p>	



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General Responsibilities		
S. No.	Scope	Complied Yes/No
19	Successful Bidders must provide equipment with rack mounting kit to accommodate all components in the rack space provided in the Bank's branches/offices.	
20	Successful Bidder shall ensure that during various phases of implementation, the performance, security, etc. of the existing setup is not compromised. Vendors shall discuss with the Bank and the Bank's Network Integrator in order to finalize the configuration of the equipment as per the requirement of the Bank.	
21	All necessary entitlement papers of license(s)/E-License of the solution (both hardware and software component of SD WAN solution & Router) should be provided to the Bank.	
22	The bidder shall have to specify the make and model of the equipment being proposed in the bid document. The bidder shall be required to make presentation to the Bank for the proposed equipment explaining the technical specification compliance as specified in the RFP.	
23	If during the contract period it is found that one or more features specified in this RFP is/are not supported, the bidder has to replace earlier supplied device with a device meeting all the specifications of the RFP. The Bank also reserves the right to initiate suitable action against the bidder in the interest of the Bank.	
24	Successful Bidder has to submit escalation matrix and share with the Bank the updated/revised escalation matrix as and when there is any change in the said document.	
25	Bidder will be responsible for all hands and feet support at branch locations to install or replace faulty/incorrect SD-WAN Routers, physical Rack and Stack, Active/Passive Cabling, Firmware Upgrade, Deployment of Start-up Config, Providing Remote Access (including console access) and collecting of troubleshooting information as required during all phases of the project.	

3.c) Scope of SDWAN Deployment in Data Centres

Scope of SDWAN Deployment in Data Centres		
S. No.	Scope	Complied Yes/No
1	As part of proposed SDWAN Solution Bidder should be in partnership with OEM to provide the following under SDWAN Design and Implementation services	



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Scope of SDWAN Deployment in Data Centres		
S. No.	Scope	Complied Yes/No
	a) Conduct Design Workshop jointly with OEM Professional Services b) Engage OEM Professional Services to provide SDWAN Solution Design Document c) To maintain "Business Continuity" Engage OEM Professional Services to prepare a "Migration Plan Document"	
2	Engage OEM Professional Services to provide Method of Procedure (MOP) Document, including Roll-Forward and the Roll Back Plans for SD-WAN components	
3	Engage OEM Professional Services to implement and configure the solution components in banks Data Centres at Chennai and Mumbai, such as, a) SD-WAN Controllers b) SD-WAN Headend Equipment c) Verify Software or firmware version to be deployed in the bank d) DC Zoning and traffic flows, such as, Core Banking, DMZ, External Business Partners (EBP), Secured and Non-Secured Branch Networks e) Integration with Network Services, such as, Load Balancers, Firewalls, VPN Concentrators, IDS, IPS, WAF, DNS and NTP f) Integration with Bank's NOC tools, such as, AAA, RADIUS, Syslog and NMS tools (Microfocus)	
4	Bidder will be responsible to work with bank to integrate with existing DC network services, such as, DC Routers, Switches, Load Balancers, Firewalls, VPN Concentrators, IDS, IPS, WAF, Proxy Servers, DNS, NTP, etc. to support SD-WAN Solution	
5	For SD-WAN components, OEM will responsible to draft a Platform Test Plan (Network Ready for Use Document (NRFU)) and present for review to the bank	
6	OEM professional services should jointly execute the NRFU test cases along with the Bank's IT Team.	
7	OEM Professional Services should migrate first Twenty-Five (25) branch Types including Headend Routers to the new setup.	
8	Post the first Twenty-Five (25) branch migration jointly by bidder and OEM, the SD-WAN platform will be handed over to Bank Operations team/ Bank's Network Integrator. OEM Professional Services will conduct a "handover workshop" with the Bank's Operations team/ Bank's Network Integrator. OEM has to handover the following documents to the Bank Operations team/ Bank's Network Integrator: a) Solution Requirements b) High Level Design	



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Scope of SDWAN Deployment in Data Centres		
S. No.	Scope	Complied Yes/No
	c) Low Level Design d) Network Ready for Use Test Scenarios and Execution/Results	

3.d) Branch Migration Technical Support Services

Branch Migration Technical Support Services		
S. No.	Scope	Complied Yes/No
1	As part of SDWAN Network Migration services, bidder should provide following services.	
2	Bidder will be responsible to migrate all the contracted branches on the SDWAN Controller a) Bidder will engage OEM Professional Services to define and configure Central SD-WAN Controller configuration required for each branch migration b) Bidder will define and integrate with Data Centre Network like R&S, WAN Edge, branch R&S required for branch migration	
3	Bidder should perform following services as part of migration services: a) Jointly work with Bank's IT Operations to identify branches to be migrated b) Build Method of Procedure (MOP) Document for the targeted branch c) Carryout Migration activities as per MOP, Perform Configuration activities in Bank's Data Centre Network as per documented MOP and change management process d) Execution of Roll-back procedure in the event of Change failure e) Provide incident management services to address any incidents/issues faced during the migration change windows.	
4	Considering the criticality of the DC network, OEM has to Provide Premium Technical Support Services during migration change windows. The OEM Services should support Proactive Maintenance Window Support tickets opened by the bank with OEM to remotely monitor and assist resolution of any incidents during the critical change process such as migration and DR drills. The bidder should provide OEM Incident Manager. The Incident manager should deliver the following activities remotely from OEM facility. Incident manager is a single point for critical incident management support for following scenarios	
	a) Migration Change windows related to SD-WAN Controller and Headend components	



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Branch Migration Technical Support Services		
S. No.	Scope	Complied Yes/No
	b) DR Drill Windows related to SD-WAN Controller and Headend components	
	c) OEM incident manager should monitor all open OEM TAC service requests during Migration Change windows and DR Drills to help ensure progression	
	d) OEM should submit Root Cause Analysis (RCA) to the bank for any critical incidents happened during migration and DR Drill and change windows related to SD-WAN components	
	e) In case of DR Drill, OEM should provide support for any incidents related to SD-WAN Controller, Headend Routers and other devices supplied by bidder	
	f) Onsite Engineer support from OEM to be provided during DR Drills	
5	Bidder will engage OEM to conduct an OEM's best practices audit once a year starting from one year after the date of 1st branch rollout.	
	a) OEM Professional Services will conduct a best practices audit of SD-WAN Central Controllers and Headend Routers in DC/DR to ascertain that the platform is configured in line with best practices and in line with Solution Design objectives.	
	b) The audit will cover a review of Branch Device Templates, Feature Templates, and Control and Data Policies.	
	c) The audit will cover a Health Check of SD-WAN Controller and Headend Devices	
	d) The audit will cover a configuration and health check audit for any 50 branches identified by the bank	
	e) Remediation of audit results will be shared and reviewed with Bank. Remediation actions will be executed jointly by Bidder in consultation with bank.	

3.e) Facility Management

Facility Management		
S. No.	Scope	Complied Yes/No
1	Monitoring and Management of SD-WAN solution including Router deployed.	
2	The dedicated manpower from OEM (one L2 Engineer) should be deployed for the facility management as per the details given in the RFP. The dedicated manpower should be available in general shift (10 AM to 6 PM) for the facility management at the location decided by the Bank (DC/NOC or any other location). However, in case of planned/unplanned activity/exigencies OEM	



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Facility Management		
S. No.	Scope	Complied Yes/No
	engineer should be available on site or backup arrangement should be made.	
3	Deployed engineer from OEM should be graduate and have at-least 5 years of experience in WAN Management including hands on experience of Routing, Switching & network security equipments at Data Centre or equivalent Level. The resource must be well versed with exposure in SD-WAN solution deployment and its operations. OEM Certified engineer would be preferable. Bank may conduct interview and reserves the right to select or disqualify the deployed engineer based on interview/Performance during contract period.	
3	Bidder will deploy minimum One (01) engineer at central location (DC/DR/NOC) decided by the Bank for configuration of all supplied SDWAN enabled routers for Configuration, follow-up and co-ordination with remote bidder team. However, installation of SDWAN solution with 2300 number of SDWAN router falls under bidder scope. The dedicated manpower should be available in general shift (10 AM to 6 PM) for the facility management at the location decided by the Bank (DC/NOC or any other location). However, in case of planned/unplanned activity/exigencies OEM engineer should be available on site or backup arrangement should be made.	
	Deployed engineer from Bidder should be graduate and have at-least 5 years of experience in WAN Management including at-least 2 years of hands on experience of Routing, Switching & network security equipments at Data Centre or equivalent Level. The resource must be well versed with exposure in SD-WAN solution deployment and its operations. The Bidder should ensure that the engineer should have at-least 15 days of training from the OEM whose solution has been proposed by the Bidder. Bank at its discretion may interview the resource before deployment. The decision of the Bank will be Final on deployment of the resource.	
4	Configuration management	
5	Patch Management - The successful bidder must ensure that all supplied & installed equipments & solutions are updated with patches as and when they are released after due testing. Critical patches should be applied immediately. Bidder should ensure supplied SDWAN solution should be compatible or to be integrated with existing bank's NMS, Ticketing Solution, Asset and Patch Management tool.	
6	Service Level Management, Service reporting- Maintain the service levels as per the RFP and Provide a monthly report to the Bank assessing all device performance under the scope of RFP against the Service Levels. Service Levels will include Availability measurements and Performance parameters (Utilization of CPU, RAM, storage etc.)	
7	Change Management.	



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Facility Management		
S. No.	Scope	Complied Yes/No
8	Coordination with different vendors (Bank's designated Network Integrator & SOC team etc. for the roll out of SD-WAN solution).	
9	Interface with and coordinate problem identification and resolution with the appropriate support organizations within or external to the Bank; Co-ordinate with OEM for ticketing, escalation and resolution of issues and restoration of hardware or associated software.	
10	Provide a monthly report to the Bank assessing all device performance under the scope of RFP against the Service Levels.	

3.f) DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT

DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT			
S. No.	Parameters	Scope	Complied Yes/No
1	DESTINATIONS OF DELIVERY:	The destinations at which the deliveries are expected shall be informed to the bidder along with Purchase Order. The Bank reserves the right at its discretion to add new destination, delete any destination or replace any destination with new destination.	
2	DELIVERY SCHEDULE	a) The delivery of the equipments ordered, should be delivered within Eight (08) weeks from the date of placement of purchase order. b) The Bank reserves the right to provide purchase award in phases in synchronization with the project implementation strategy.	
3	HARDWARE INSTALLATION:	a) The Vendor will promptly install the delivered goods at the designated installation sites. The Vendor is responsible for installation and configuration of systems as per the bank requirement at sites including unpacking of cartons / boxes, assembling, wiring, cabling between hardware units and connecting to power supplies. The Vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites. Subsequent to successful installation the successful bidder should ensure labelling of the equipments with details required for lodging complaints in case of any malfunctioning. The details should include:	



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DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT			
S. No.	Parameters	Scope	Complied Yes/No
		a) Name of the successful bidder: b) Equipment Sl. No: c) Date of Installation: d) Warranty/AMC up-to: e) Call logging no.: f) Email id for call logging: etc.	
		b) The successful bidder will be required to perform a site inspection at its own cost to verify the appropriateness of the sites before the commencement of delivery. The successful bidder will guide and provide the necessary layout plan and such other information to the Purchaser for preparation of site. Thereafter the successful bidder shall inspect the site to verify its appropriateness before installation of the equipments.	
		c) The Vendor must integrate hardware and software components supplied by them to ensure inter-working of hardware and software. The Vendor will also be responsible to co-operate with the Bank/its bandwidth service provider/its application software vendor, to ensure that the integrated systems are fully functional. The vendor should also coordinate with the aforesaid in case of any configuration change in supplied equipments.	
		d) The Bank reserves the right to install third party software/hardware or any other products at the same site.	
		e) The Bank reserves the right to shift any equipment delivered by the Vendor from one destination to another at its cost for which the Vendor shall extend all assistance and install the equipment at the new site.	



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DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT			
S. No.	Parameters	Scope	Complied Yes/No
		f) Site Not Ready (SNR) case – Wherever installation could not be carried out by the vendor/successful bidder's due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful vendor's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the vendors have to give an undertaking to complete installation within a week of being informed that the site is ready.	
4	Warranty, AMC/ ATS etc. Scope:	<p>A) The Bidder shall provide the onsite comprehensive maintenance (Warranty, AMC, ATS) during entire contract period of (5 years) for all the hardware, software & services within the scope of work.</p> <p>All the Hardware items should be supplied with One (01) years on-site comprehensive warranty, which will start from the date of installation of hardware. Subsequently, the bidder shall provide the on-site comprehensive AMC support of Hardware items for Four (04) years.</p> <p>All the software/licenses items should be perpetual in nature. The additional support (AMC/ATS/Services etc.) in case of extension of contract after five years, is required to be provided by the Bidder at a rate equivalent to the average of support rate of Year 4 & Year 5, or at the rate of Year 5, whichever is lesser. The Bidder must factor the costs in the Price Schedule accordingly. The Warranty, ATS, SA, AMC should have back to back OEM active support and supporting documents for the same should be provided for releasing of respective payments. Further, all the obligations of the warranties should be covered under the AMC/ ATS including replacement of the items & its parts.</p>	
		B) The AMC cost of the hardware items should be quoted at minimum 8% of the item cost.	



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DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT			
S. No.	Parameters	Scope	Complied Yes/No
		C) Successful Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as mentioned in the Service Level Agreement. The Bidder should agree that during the warranty/ AMC/ ATS period, they will provide the following operational support:	
		a) Bugs removal and troubleshooting.	
		b) Maintenance and support for patches, version control and release.	
		c) Regular performance tuning for performance optimization.	
		d) Redress various operational problems.	
		e) Carry out various housekeeping works and explain the same to users.	
		D) Annual maintenance cost (AMC)/ Annual Technical Support (ATS) services include version upgradations, patches, bug fixing, and, compliance of irregularities pointed by Internal/External Auditors etc.	
		E) Back to Back OEM active support should be available for the hardware, software, third party applications, OS, Database Licenses etc. supplied by the successful Bidder in the contract and supporting documents for the same should be provided for releasing of respective payments.	
		F) The Bank will not be liable to pay any additional amount in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. On-site maintenance services without any additional cost shall be provided by the Bidder during the period of warranty/ATS/AMC.	
		G) The services offered through Warranties, Annual Maintenance Contract and Annual Technical Support should meet the end-to-end onsite support requirements for implementing and maintaining infrastructure deployed as part of the proposal till completion of contract	



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DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT			
S. No.	Parameters	Scope	Complied Yes/No
		H) Bidder shall ensure necessary changes or modifications announced by RBI/IDRBT any regulatory authority or any other statutory authorities within the timelines or schedule stated by respective authorities without charging any extra cost to the Bank during the contract period. No exclusions / exceptions will be permitted in complying RBI /IDRBT other statutory authority guidelines	
		I) Bidder shall provide required help during VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc. to the Bank. Also rectify the irregularities pointed out during IS Audit at no cost to the Bank.	
		J) The selected Bidder should also guarantee that all the software supplied by the Bidder is licensed and legally obtained.	
		K) Selected Bidder shall be fully responsible for any IP rights violation in connection to the supplied software. Only licensed copies of software shall be supplied and ported. The bidder shall grant an irrevocable perpetual license to the Bank to use the software.	
		L) Any gaps / discrepancy observed will be reported to The Bidder, who will act upon it and resolve the same immediately, at no additional cost to the Bank.	
		M) The successful bidder will respond to a service call and commence repair work on the equipment within 4 hours of being notified of equipment malfunction/ failure.	
		N) The successful bidder will not subcontract or delegate or permit anyone other than its own personnel to provide maintenance during warranty and maintenance period without the prior written consent of the Purchaser. In such a case, the Purchaser will have the discretion to forfeit the Performance Security.	
5	Security, Monitoring and Audit	a) Bank has already implemented Cyber Security Operation Centre (C-SOC) wherein monitoring of all critical servers mainly application & database servers would be done for its security, uptime/ downtime, performance, user access to	



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DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT			
S. No.	Parameters	Scope	Complied Yes/No
		<p>system, parameter changes etc. would be monitored based on different logs from servers and devices.</p> <p>Bidder should provide necessary logs of system, application users and database etc. for integration with SOC. For integration of SOC with the system being provided by the bidder, required support and tools (if any for log generation and pushing to SOC) would be required from bidders at no additional cost to the bank. Bidder shall ensure creation of secure repository of logs for current and future analysis, which will be provided to the Bank as and when required. As one of the critical components of Bank, the proposed solution should have the capability to communicate with SOC by means of Secured transfer of logs and no extra charge shall be paid to the Bidder for this. In case of requirement, the bidder shall provide required scripts, program to integrate with SIEM.</p> <p>The vendor shall provide all the data/ information through their equipments/ systems installed in the Bank, as required by the Bank, so that rules configured under SIEM provide meaningful data.</p>	
		b) IT assets, Management of the same, documentation, version control, configuration / parameter controls, Change Management etc. should meet industry standards and expectations.	
		c) Bidder should comply with all the points with respect to Vendor Risk Management (Annex-1 Point No11) as mentioned in RBI Circular Ref No: RBI/2015-16/418 DBS.CO/CSITE/BC.11/33.01.001/ 015-16 dated 02-06-2016 and amendments thereon. As mentioned in the aforesaid circular, Bidder should consider to take steps in maintaining confidentiality, integrity and availability of the data owned by the Bank specially customer information, irrespective of whether the data is stored/in transit within themselves or with customers or with the third-party vendors.	



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DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT			
S. No.	Parameters	Scope	Complied Yes/No
		d) Further the Bank will be doing the risk assessment of the selected bidder on periodic basis as per the Bank's internal policy. Bidder has to provide the required support/data for Banks analysis. Further if the rating of the bidder falls under the High Risk Category then Bank may choose to terminate the contract with the bidder, as per the terms of the RFP.	
6	Third Party Audit	A) Third Party Auditor (TPA), if required, may be selected and appointed by the Bank at its own cost. The audit may cover one or more of the following aspects of the project: -	
		a) Penetration testing of the systems and networks (External and Internal)	
		b) Application Security Assessment	
		c) System Performance Testing/ Monitoring	
		d) Review and Assessment of Security Policies	
		e) Data Quality Review	
		The Bidder shall be required to share the testing documents and standards with the designated third party wherever applicable/ required.	
		B) The Bank may appoint the TPA for the entire project period including the Operation and maintenance period. The TPA may conduct quarterly/bi-annual/annual audits as per the decision of the Bank.	
		C) Based on the audit reports submitted by the TPA, the selected Bidder shall make the required changes to the application and incorporate the suggestions of the auditor at no extra cost to the Bank. The purchaser shall recover costs from the pending payments or performance security on failure of the Bidder to make the required changes.	



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3.g) Operation Management

Operation Management		
S. No.	Scope	Complied Yes/No
1	The successful bidder should review the performance of the equipment/ technology deployed with the bank on a bi-annual basis and take necessary upgrades, i.e. of equipment and software, as and when required without any additional cost to the Bank. Successful bidder should monitor measures, evaluates, and records status and performance information about all the equipment brought in by the bidder to aid in performance monitoring and tuning of the environment. Performance metrics should include utilization, throughput, Network latency and other critical system needs. The successful bidder shall implement proactive procedures to address trends identified from performance and monitoring data. The successful bidder should provide standard reports that are to be provided to designated Bank personnel.	
2	Bidders shall provide Maintenance support of the supplied equipments at the Branches/offices. The onsite resources provided for FM at NOC/DC or any other location specified by the Bank should be on payroll of the successful bidder and not on any third party payroll. In case, if the successful bidder has to depute third party resource payroll and not bidder's payroll, the permission of the same is to be taken from the Bank before deployment and it will be successful bidder's responsibility for any action taken on part of the deployed resource by the bidder. The successful bidder should keep the Bank explicitly informed about the end of support dates on related products/ hardware as soon as they are declared by the OEM.	
3	Successful bidder/OEM shall fix any security findings/vulnerabilities identified by various security agencies hired/consulted by the Bank without any additional cost during the contract period. Further, if the security observation(s) cannot be closed by applying updates/patches/fixes/upgrades to the supplied equipment and replacement is the only option to close the observation(s), then the successful bidder has to replace the device(s) with device meeting all the specifications of the RFP at no extra cost to the Bank. However, the Bank reserves the right to waive off the hardware replacement depending on the type of vulnerability and its associated risk.	
4	The routers shall include all components and subcomponents like cables (such as Fiber, Ethernet etc.), connectors, tools, hardware & software Licenses, Accessories and other components (required for commissioning of the solution as a part of RFP) should be supplied by the successful bidder at no extra cost to the Bank.	



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Operation Management		
S. No.	Scope	Complied Yes/No
5	The Vendor will also be responsible to co-operate & coordinate with the Bank/its Bandwidth Service Provider/its Network Integrator vendor, to ensure that the integrated systems are fully functional. The vendor should also coordinate with the aforesaid in case of any configuration change in network equipment.	
6	Successful bidder will be fully responsible for the manufacturer's warranty with respect to proper design, quality and workmanship of equipment, accessories etc. covered by the offer. Bidder must warrant all equipments, accessories, spare parts etc., against any manufacturing defects during the warranty period & Post Warranty period. During the contract period, the vendor will have to maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the Bank.	
7	End of Sales / End of support: The Vendor has to ensure that any solution/equipment supplied as part of this RFP should not have either reached or announced 'End of Sales' (2 years from last date of submission of Bid) or end of support for at least 5 years from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support, within the 5 years period from the date of supply, the vendor has to replace the equipment with devices having equivalent or upgraded specification, at no additional cost to the Bank.	
8	The successful bidder has to comply the Performance level defined as per the Service level requirement mentioned in the RFP. In case if the Bidder is failed to meet the performance standard, appropriate penalty will be levied on the bidder as per the SLA penalty terms and condition mentioned in the RFP. The successful bidder needs to share the SLA reports with the Bank periodic as decided mutually by the Bank and the Bidder.	
9	The successful bidder has to provide/replace the damaged/faulty network equipment at the branches/offices where the equipment has gone faulty within the defined SLA time of fault reported. If the reasons for damage are attributed to Bank, the repairing/replacement charges of damaged equipment will be borne by Bank. The replacement of damaged/faulty equipment should not be on hold due to attribution.	



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Operation Management		
S. No.	Scope	Complied Yes/No
10	Affixing Asset Tags on network hardware Equipments: It will be the responsibility of the successful bidder to affix the Asset tags on each network hardware/equipment/solution being supplied to Bank and also share the details with the Bank team. The Asset Tags so printed by the successful bidder must have the company's logo of the vendor along with other details like call logging no., mail id etc. The asset tag details for the network hardware would be mutually decided by the Bank and the successful bidder. Complete asset inventory including replacement of network hardware on account of failure is the responsibility of the successful bidder and the details of the inventory to be mutually decided by the Bank and the successful bidder.	
11	The bidder should have back-to-back agreement with the OEM for the warranty & AMC services part for the entire contract period of Five (05) years and bidder has to produce the necessary documentary evidence (s) along with their bid proposal.	
12	<p>The Vendor / Integrator has to bring in OEM's Professional Services team for the following services as part of services.</p> <p>OEM needs to carry out the following services & activities:</p> <ul style="list-style-type: none"> a) OEM professional service is required to design and implement. b) SD-WAN management /controller solution provided by OEM. c) SD-WAN routers at Up to Twenty-Five (25) branches/locations. d) Standard Operating Procedures (SoP) documents. e) Detailed network logical and physical topology diagram with IP Addressing, routing and switching strategy. f). OEM should provide both the High Level and the Low-Level Design for the Proposed Solution. g) OEM should provide the Implementation of Software Configuration and Service Migration for SD-WAN Central Components, Services Policies, and the First 25 branch rollouts. These activities shall be conducted from DC or DRS of the Bank. h). OEM should deliver the following documents; <ul style="list-style-type: none"> 1) High-Level Design Document (HLD) 2) Low-Level Design document (LLD) 3) Network Ready for Use Document (NRFU) with Test Execution Results (Limited to SD-WAN Controller nodes and First Twenty-Five(25) Branch Sites). <p>Integrator to provide NRFU for remaining branches.</p>	



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Operation Management		
S. No.	Scope	Complied Yes/No
13	<p>Following features should be included in the proposed solution, equipment and services:</p> <p>a) Routers should have at least N-1 updated firmware i.e. device should always be either updated with latest firmware or to the previous version.</p> <p>b) The Private Encryption Keys should not be hardcoded in the firmware to provide protection against Man-in-the-Middle attacks.</p> <p>c) Routers should not be vulnerable to several command injection attacks to rule out the possibilities of attackers gaining root access on the affected devices</p> <p>d) The vendor should be responsible to integrate routers to SIEM under CSOC. The vendor should properly co-ordinate with Bank's other vendors managing Firewalls, CSOC and others servers/devices.</p>	
14	<p>Successful bidder is responsible to implement the Bank's network & security policies, which may change from time to time and also provide the necessary assistance during the periodical IS Audits / others Audits carried out by the Bank/ it's appointed auditors/ consultants. Successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank within a month or immediately as per Bank's requirement. Coordinating with Bank's internal / External Audit Teams for Audits and taking necessary steps for compliance.</p>	
15	<p>Successful bidder will be responsible to assist/ co-ordinate with Network Operation Centre/ Security Operation Centre / System Integrator/ Bank in resolving the issues related to Network & Security issues at DC/DRS and Bank's Wide Area Network issues related to DC/DRS.</p>	
16	<p>The Bidder should ensure that the in scope solutions being deployed by the successful Bidder integrate with the Bank's Security Operations Centre (SOC) solution. This is to ensure that all the logs are collected from all the in-scope devices, ultimately enabling the Bank's SOC team to monitor the logs, perform the correlation and forensic analysis, raise the incidents and inform the concerned department/ Stake holders. Any other logs, if available with the bidder will also be submitted to bank, as and when needed.</p>	
17	<p>Successful bidder to tune devices as per suggestion/ advice from Bank's SOC vendor after confirmation with Bank which will be based on assessment through SOC operations.</p>	
18	<p>The proposed SD-WAN solution OEM must provide training for a period of Seven (07) days to customer personnel at no additional cost to the Bank. The</p>	



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Operation Management		
S. No.	Scope	Complied Yes/No
	responsibility for arranging the training will be of the successful bidder. The proposed SD-WAN solution vendor/bidder must train personnel of the customer for at least period of 2 weeks.	
19	Successful Bidder shall inform Bank/Bank's Network Integrator about all releases /version change of patches/ upgrades/updates of hardware/software/OS/middleware etc. as and when released by the OEM. The bidder shall provide all assistance in implementation/installation of the patches/updates etc. to the Bank's NI as when required. All products updates, upgrades & patches shall be provided by the bidder free of cost during entire duration of the contract.	

4) Period of Validity of Bids

Bids should remain valid for the period of 180 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

5) Payment Terms

- Consequent upon its selection, the successful bidder along with the acceptance letter shall submit the details of the Bank Account (Account Number, Name of the Bank where account is maintained, IFSC Code etc., as required for electronic mode of payment) authenticated by the authorized signatory. Any change in the above, should immediately be intimated to the Purchaser, duly authenticated by the authorized Signatory of the successful bidder. The successful bidder's request(s) for payment shall be made to the Purchaser in writing, accompanied by the invoice describing, as appropriate, the Goods delivered and services performed, the documents submitted and upon fulfilment of other obligations stipulated in the Contract.
- Payments shall be made promptly by the Purchaser but in no case later than Sixty (60) days of submission of the invoice/claim, supported by all required documents, by the successful bidder. Payment will be made to the successful bidder in Indian Rupees only.
- Successful bidder should raise state wise invoices (along with delivery challan, Installation Proof, Sign-off document, AMC etc., applicable as per payment terms) clearly stating that GST number pertaining to that particular state.

a) Payment for Branch devices, Central location devices, License or any other cost:

- i. **Payment on Delivery of Goods:** Site-wise Payment of 50% of the cost of equipment shall be made by Head Office of the bank, who have placed the



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purchase order, on receipt of the specified goods at the site, submission of the documents specified as per RFP and on submission of Performance Security pursuant to RFP.

- ii. **Payment on installation of Goods:** Site-wise Payment of 30% of the cost of equipment shall be made by Head Office of the bank, who have placed the purchase order, on receipt of the specified goods, successful installation and commissioning at the site, submission of the documents as specified in the RFP.
- iii. **Site-wise payment of 20%** of the cost of the equipment shall be made by Head Office of the Bank, who has placed the purchase order, after one month of successful installation & commissioning at the site and signoff. If the installation and commissioning is delayed due to reasons which are attributable to the bank by more than 90 days from the date of delivery of equipment's at the respective location, remaining 20% of payment will be released.

Payment invoices to be submitted with minimum lot size of 500 devices. However, Bank accept the separate invoices, where delivery, installation and commissioning is delayed due to reasons which are attributable to the bank.

b) Payment of Annual Maintenance Charges

Site-wise annual maintenance (after warranty period) for the equipment shall be paid by the Head Office of the bank who has placed the purchase order, on Quarterly basis in Arrear, at the Contract rates, within thirty days from the date of completion of warranty/maintenance period, subject to satisfactory services rendered during the previous year of warranty/maintenance and on submission necessary documents for AMC agreement to the concerned office. The successful bidder must submit the quarterly Preventive maintenance reports, proof of backlining document with OEM as well as all visit reports along with the invoice for payment of AMC charges.

The AMC amount shall be released (after warranty period) on entering into an Agreement by the Head Office of the bank as per Standard AMC Agreement format with the purchaser for Annual Maintenance of the supplied goods.

c) Payment of Manpower Charges - Payable quarterly in arrears for actual number of engineers deployed.

- 6) **Proof of Concept:** All the bidders, may require to conduct PoC as per discretion of the Bank for all the quoted products explaining the functional & technical specification compliance as specified in the RFP. The Bank may also require the bidder to arrange for the demonstration of the features for the quoted models in OEM's lab/cloud setup.



7) Uptime

a) For equipment's/devices installed at the central site

The successful bidder has to maintain 99.99% of the uptime (monthly) of the equipment's/devices installed at the central site.

b) For Branch Router

The successful bidder has to maintain 99% of the uptime (monthly) of the equipment's/devices installed at the central site.

c) Availability of onsite engineers

- The onsite engineer should be available on working days of the bank. The working day means any branch of the bank is working in any part of the country.
- If engineer could not attend to office, alternate resource should be arranged and should work from bank premises the same day.
- If engineers are absent for more than 18 working days in a year, penalty will be charged as per applicable SLA.

8) SLA

a) SLA for device uptime

Sr. No.	Device	Uptime (monthly)	MTTR	Applicable Penalty	During Warranty Period	During AMC Period
					Penalty Recovered From	Penalty Recovered From
1	Central Site (DC & DR) Devices	99.99% (24x7x365)	2 Hours (Applicable for only One incident per month)	Bank shall levy penalty at rate of Rs.5000/- per day or part thereof after 4 Hours from reporting the issue to the Bidder. However, the total amount of penalty deducted per incident will be pegged at total AMC charges payable for four years for all supplied equipment.	The amount payable towards device installation/Signoff Cost/Next pending Payment	The amount payable towards AMC for central equipment
2	Branch Devices	99% for all working days of that particular site	24 Hours (Applicable for only two incident per month)	Bank shall levy penalty at rate of Rs.500/- per day (Applicable during Bank working days) or part thereof from 24 Hours from reporting the issue to the Bidder. However, the total amount of penalty deducted per incident	The amount payable towards device installation/Signoff Cost/ Next pending Payment	The amount payable towards AMC for branch equipment

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Sr. No.	Device	Uptime (monthly)	MTTR	Applicable Penalty	During Warranty Period	During AMC Period
					Penalty Recovered From	Penalty Recovered From
				will be pegged at total AMC charges payable for four years for that particular equipment.		
The maximum penalty deduction for the said penalty will be up to 10% of the total contract value.						

The uptime will be calculated on monthly basis.

The device uptime will be computed as under:

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

WH – Working Hours

DH – Down Hours

WH – The working hours for Branches will be from 09:00 AM to 07:00 PM except Sundays and national holidays. However, depending on the branch categorization, working hour may be change for few branches that will be notified to successful bidder.

b) SLA for Manpower

- Maximum of 18 days leave of absence in a year is admissible for deployed engineers (1 from OEM and 1 from Bidder). For each day the engineer is absent beyond the permissible period penalty @ Rs. 2,000/- per day will be charged. However, the total amount of penalty deducted per month will be pegged at monthly charges payable for the particular Engineer.
- If there is any delay in deployment/replacement of engineers for 1 month or more, 10% of the monthly charges payable for total engineers will be deducted as penalty every month. Penalty will be deducted from AMC Payment/ Next pending Payment.

In case of device uptime below 80.00 % (inclusive of branch and central site), Bank reserves the right to invoke the Performance Bank Guarantee (PBG) and the contract will be terminated.

“The relationship between the Bank and the Supplier is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Bank and Supplier hereto or any affiliates or subsidiaries thereof or to provider any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

The Supplier shall be the principal employer of its employees, (if applicable agents, contractors, subcontractors etc.) engaged by the Supplier and shall be vicariously liable for all the acts, deeds,



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matters or things of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise by virtue of engagement of employees, (if applicable agents, contractors, sub-contractors etc.,) by the supplier for any assignment under the contract. All remuneration, claims, wages, dues etc. of such employees (if applicable agents, contractors, sub-contractors etc.) of the Supplier shall be paid by the Supplier alone and the Bank shall not have any direct or indirect liability or obligation to pay any charges, claims or wages of any of the Supplier's employees (if applicable agents, contractors, sub-contractors etc.). The Supplier shall hold the Banks its successors, assigns, administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any whatsoever nature that may arise or caused to the Bank through the action of supplier's employees (if applicable agents, contractors, sub-contractors etc.)."

9) Timeframe for completion of activities

Sr. No.	Activity	Maximum Time Period for completion	Liquidated/Penalty Damages
1	Execution of PBG and submission of SLA	Within 15 days from issue of Notification of Award (NOA)/Purchase Order.	NIL
2	Delivery of ordered hardware (including all associated accessories) at locations specified in Purchase Order.	Within 08 weeks from issue of Notification of Award (NOA)/Purchase Order.	As per LD Clause
3	Installation, Configuration & Commissioning of ordered Network equipment & solutions.	<p>For Branch Site - Within (Six) 06 weeks after the installation of the 25 PoC site (including all associated accessories) at the locations specified by the bank.</p> <p>For central site along with 25 PoC site - Within (Six) 06 weeks of the delivery of ordered hardware (including all associated accessories) at the location specified.</p>	<p>For Branch site – Rs.1000/- for the delayed Goods or unperformed Services for each week of delay or part thereof up to a maximum deduction of 10% of the contract price of the delayed goods/unperformed services.</p> <p>For central site along with 25 PoC site - Rs.5000/- for the delayed Goods or unperformed Services for each week of delay or part thereof up to a maximum deduction of 10% of the</p>



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Sr. No.	Activity	Maximum Time Period for completion	Liquidated/Penalty Damages
			contract value.

- Penalties will be deducted from the amount payable towards device installation/Signoff Cost/Next pending Payment (if required)

10) Insurance

The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from “Warehouse to final destination” on “All Risks” basis including War Risks and Strikes.

The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. Any damage happens to all equipments due to non-availability of storage cum erection policy, the supplier has to bear the losses.

In case of discrepancy in hardware/software supplied, it is successful bidder’s responsibility to replace/repair the equipment immediately even without recourse to the insurance.

If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the last date of delivery of goods, then 0.1% of the invoice value will be deducted from the payment for each insurance.

11) Delays in the Supplier’s Performance

- Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it’s likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.



12) Jurisdiction and 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. Compliance with labour and tax laws, etc will be the responsibility of the service provider at their cost.

13) Liquidated Damages

If the Successful bidder fails to deliver the equipment within the period(s) specified, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of Invoice price of the delayed equipment for each week or part thereof of delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount.

14) Bank's right to accept or reject any bid or all bids

- The Bank reserves the right to accept or reject any bid / all bids or annul the bidding process at any time prior to awarding contract, without thereby incurring any liability to the affected Bidder or Bidders.
- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.

15) Performance Security

- a. Within 15 (fifteen) days of the acceptance of purchase order issued for the project by the Bank, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents (format to be included in Bid Document) for 3 % of the amount of contract valid for a period of Sixty-Six months (with further one year claim period), in the form of a Bank Guarantee, in the format enclosed (Annexure-IV).
- b. The performance security submitted by the supplier shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.
- c. The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.
- d. Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

16) Negotiation

Bank reserves the right to negotiate the L1 Price quoted by the vendors under exceptional circumstances.



17) Limitation of Liability

Supplier '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 vendor 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.

For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.

18) Indemnity Clause

If at the time of the supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified on that behalf.

19) 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.

This RFP is not an agreement by the Authority to the prospective Bidders or any other person. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the



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interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

20) Patent Rights

The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

21) IT Act 2000

The equipment's to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

22) Intellectual Property Rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the



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deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.

The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.

23) Acceptance of Purchase Order

Successful Bidder has to submit the acceptance of the purchase order within 7 days from the issue of Purchase order, duly signed by the authorized signatory.

24) Signing of Contract Form, NDA and SLA

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract form (Annexure-III), Non-Disclosure Agreement (Annexure-IX) and Service Level Agreement (Annexure-VIII) and return it to the Bank. Integrity pact executed between the Bank and successful bidder(s) is deemed to be a part of the contract.

25) Settlement of Disputes

- a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier 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.
- b. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier 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.



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- c. 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.
- d. 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 Purchaser and a Supplier 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 Purchaser and the Supplier; 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 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.
- (e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.
- (f) Notwithstanding any reference to arbitration herein,
 - the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - the Bank shall pay the supplier any monies due to the supplier.

Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/other legal recourse.



26) Right to Alter Quantities

The Bank may at its discretion,

- a) Increase the requirement up to 10% at the time of placing order with vendor and, Or
- b) Decrease the requirement up to 10% at the time of placing order with vendor
- c) Repeat order can be placed within 1 year from the date of last supply date of original purchase order subject to no downward trend in prices and the cumulative repeat order quantity should not exceed more than 25% of original quantity as mentioned in original purchase order.

27) Applicable Law

Laws of India and any other guidelines having the force of law in India will be applicable.

28) Authorization Letter from OEM

The bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM) as per Annexure-VI. If bidder is OEM and they quote their own product, then MAF (Manufacturer's Authorization Form) need not be submitted.

29) Coverage of All Banks Under The EPF & MP Act 1952

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted. 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.

30) Exit Requirements

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

31) Termination for Convenience

Bank, by 90 days written notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the bank's convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.



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The Equipments that are delivered in working condition and ready for deployment as on date of service provider's receipt of notice of termination shall be accepted by the bank at the Contract terms and prices.

32)Termination for Default

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

- a. if the successful bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- b. if the successful bidder fails to perform any other obligation(s) under the Contract.
- c. If the successful bidder, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. In case of successful Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

'For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything 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.

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

33)Force Majeure

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions,



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and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

34)Confidentiality

The supplier will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. **After termination of the contract also they should not divulge any data / information.**

The supplier will have to enter into a Non-Disclosure agreement (Annexure-IX) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

The selected bidder and its employees 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.

The selected Bidder and its employees shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the



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Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

35)Negligence

In connection with the work or contravenes the provisions of other Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

36)Assignment

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

37)Use of Contract Documents and Information

The Selected bidder shall not, without the Purchaser'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 Purchaser in connection therewith, to any person other than a person employed/authorized by the Selected bidder in the performance of the Contract. Disclosure to any such employed/authorized person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Selected bidder shall not, without the Purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

38)Integrity Pact

Bidders shall submit Integrity Pact (IP) along with the technical bid as per Annexure-VII of the RFP. Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.



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The integrity pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.

39) Adoption of Integrity Pact

- The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- The Bidders shall submit signed Pre Contract integrity pact as per the Annexure-VII. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- Integrity pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

1. Shri. Brahm Dutt, IAS (Retd) Email: dutt.brahm@gmail.com
2. Shri. Girraj Prasad Gupta, ICAS (Retd) Email: gpgupta1804@gmail.com

- Change of law / policy / circular relating to Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.



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- Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 or other Financial Rules as may be applicable to the organization concerned.

40)General Terms

- The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
- Successful bidder/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.
- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid.
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
- The bid should be valid for 180 days from the date of submission of bid.
- Any other equipment, devices required to install above hardware need to be provided and installed without any financial implications.



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- All the hardware supplied should be under back to back support from OEM, OEM letter for the same to be submitted.
- All equipment supplied should be factory assembled.
- Detailed documentation of installation and configuration has to be provided after successful installation. All cables and accessories to install SDWAN Router and its solution to be provided.
- The service provider has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.
- Performance issues to be solved by the supplier without any additional cost to the bank.
- Call logging facility to be made available on 24*7 basis
- Make and Model of the quoted products should be furnished.
- Part numbers for Hardware and System Software components should be furnished
- Supplier has to install and reinstall (if needed) all the hardware without additional cost to the bank.
- Supplier has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements
- As and when OS, New Firmware Version is announced, Supplier has to inform the bank and install the same without any financial implications during Warranty and AMC period.



SECTION-IV
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://www.tenderwizard.com/indianbank> 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 power or 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.



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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/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 3, however physical documents, to be submitted offline, can be submitted on the next working day up to 03.00 PM on 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://www.tenderwizard.com/indianbank>), 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) Upload the scan copy of the PAN Card and GST Registration certificate
- c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- d) After verification by department/service provider, the id will be activated.
- e) At the first login, DSC details will be automatically captured by the system.
- f) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Support/Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.



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

Support Desk Contact Details

M/s. Antares Systems Limited
#24, Sudha Complex, 3rd Stage, 4th Block
Basaveshwaranagar, Bangalore – 560 079.
Support Contact No. 080-40482100, 9943277499, 89519 44383
Support Email: gunaseelan.m@antaressystems.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
- e. Compliance to Technical Specifications as per Technical Bid.
- f. 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.



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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) DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 8)
- b) Bid Security
- c) Integrity Pact

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

The bidder is requested to submit the original documents in a Sealed Envelope on or before **18.07.2022 at 03:00 PM** to the address mentioned under schedule 3 of this tender. The envelope shall be super scribed as “**Request for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of 2300 numbers of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses**” and the words ‘DO NOT OPEN BEFORE (18.07.2022 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://www.tenderwizard.com/indianbank>), 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.



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SECTION-V

PART I - Functional and Technical Requirements

Date:

The Asst. General Manager
CO: Information Technology Department
Indian Bank
254-260 Avvai Shanmugham Salai
Chennai 600 014.

Dear Sirs,

Sub: Request for Proposal for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of 2300 numbers of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses

Ref: Your RFP No. CO/ITD/CNW/306 /R1/2022-23 dated 01.06.2022

Referring to your above RFP, we submit the compliance details of the specifications given below:

Technical specifications

A) Technical specifications of SD-WAN Solution

Sr No	Functional Requirements	Complied (Yes/No)
1	As per the bandwidth requirement of the Bank, links from a wired service provider, which shall require serial V.35 interface, the proposed branch SDWAN router should have one serial V.35 port or The solution should support one V.35 WAN port with the additional V.35 converter	
2	Bidder may require to create logical separation (including routing table) of branch LAN traffic and any other traffic. Solution should allow to create minimum of 4 segments at each branch.	
3	The SD WAN branch router both should be monitored & managed centrally.	
4	Bidder is required to do VLAN configurations, IP Address Information, Policies & any other related configuration for the router from a central location. The Software Image management for the branch router needs to happen centrally.	
5	Bidders is required to configure central monitoring system to have a complete visibility of network health parameters	
6	Bidder is required to do a traffic profiling and configure QOS policies for various bank applications which can be centrally deployed and managed.	
7	The centralized management console shall have NMS capabilities and must support network wide device and network visibility for all the devices in the scope of the solution.	



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Sr No	Functional Requirements	Complied (Yes/No)
8	The solution must be able to collect and aggregate traffic statistics for all WAN paths. Traffic statistics should include path utilization, application specific utilization and path performance.	
9	The solution must support device health monitoring for all the devices within the solution scope.	
10	The solution should store data for 6 months pertaining to performance information to assist with traffic analysis, traffic forecasting and SLA compliance.	
11	The solution must support syslog and email based alarm to notify the administrators when any device/link fault or network performance degradation happens.	
12	Log server & associated components to be provisioned by bidder for managing the entire log of all the DC, DR, Branches in-scope devices and same should be kept for at least 6 months before archival in media.	
13	The solution should send all relevant logs to one or more 3rd party collectors for SOC monitoring.	
14	The performance of the proposed hardware should not degrade even when complete log generation & transfer feature is enabled.	
15	Solution should provide traffic visibility per site: Link availability, bandwidth usage per access circuit, bandwidth usage per application, latency, packet loss, QoS per access circuit etc.	
16	Bidder is required to propose a solution which supports Network Time Protocol Version (NTP) in all the edge routers and in-scope network devices. If bank implements NTP then bidder is required to support the implementation and to sync the devices with NTP server	
17	The solution should be able to monitor the network performance parameters viz., jitter, latency and packet loss and should be able to make decisions to forward critical applications over the best performing path based on the defined application policy.	
18	The solution must respond to measured performance changes (degradation) in addition to link and node state changes (up / down) and adjust application forwarding accordingly.	
19	The solution should support VRRP or equivalent to maintain hardware level redundancy in DC, DR & NDR	
20	The solution should have built in capability for voice and video application experience improvement like packet duplication.	
21	The solution should support Quality of Service, WAN load balancing.	
22	The solution should provide detailed dashboard & reports on network performance parameters like utilization, packet loss, jitter, latency, etc.	
23	The solution should support routing based on network performance measured per application. The solution should support Zero Touch Provisioning (ZTP) with centralized configuration templates	
24	The solution should provide self-service portal to configure & manage the WAN.	



Ref: CO/ITD/CNW/306/R1/2022-23

Date: 01.06.2022

Sr No	Functional Requirements	Complied (Yes/No)
25	The solution should provide visibility of application behaviour.	
26	All licenses required to meet the throughput & features shall be provided on day one.	
27	All CPEs should be physical platform with 19" rack mountable option.	

B) TECHNICAL SPECIFICATIONS OF SD-WAN CONTROLLER

Sr No	Functional Requirements:	Complied (Yes/No)
1	System should be able to support by Separating the control plane from the data plane and integrating the WAN and branch networks into a single end-to-end framework that uses policies to manage traffic.	
2	System should able to support centralized authentication system to authenticate network elements of control plane, data plane and NMS management tool.	
3	System should able to support Zero Touch Provisioning	
4	System should able to support centralized single plane of management system to allow device configuration, Policy provisioning, Software updates and assurance capabilities	
5	System must support transport such as MPLS, LTE, VSAT.	
6	System should able to support secure communication between NMS, Control plane, Data plane and Centralized authentication server	
7	System Should able to support of network elements to deploy any kind of topologies such as full mesh, Hub-spoke and Partial mesh , on a per segment basis	
8	System should able to support Multiple WAN Links utilization and detecting blackouts & brownouts by supporting active / active load balancing & Fast session failover	
9	System should able to support Network/App/ Service Policy enforcement either by centralized controller influences all locations, Regional Specific Policy and Each location enforces its own policies.	
10	Support end-to-end segmentation with separate routing and forwarding tables to securely isolate, Intranet departments, Guest traffic and Business Partner traffic within a single appliance.	
11	Solution should support packet duplication and forward error correction to improve voice and video applications	
12	System should able to support of Scalability & High availability Architecture.	
13	Solution should able to provide an abstraction of policy orchestration between control, data and application policies.	
14	Operationally Solution shouldn't be impacted, if any data plane routers got isolated from Control & Management Plane reachability.	
15	Solution should able to support NAT traversal for internet transport exists	



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16	Solution should able to support end-to-end packet classification, marking and bandwidth allocation	
17	The solution shall support hybrid branches which have a WAN connection to an MPLS IP VPN and a second WAN connection to the internet.	
18	The proposed SD WAN solution should be scalable to cater up to 7000 Bank Branches each with dual transports.	
19	System should support routing protocols including OSPF ,BGP and Static routes on a per segment basis	
20	Support for Remote Authentication Dial-In User Service (RADIUS) and AAA.	
21	The router shall support QoS from day 1	
22	The router should support mechanism to monitor the network performance for various apps monitoring like VOIP , Video & VPN network	
23	The Router should support functionality to protect the route processor from unnecessary or malicious levels of traffic, including DOS attacks	
24	The router should support IPSec encryption of control plane and data plane flows	
25	The solution shall have support for application-level monitoring, and traffic control to improve business-critical application performance, facilitate capacity management and planning, and reduce network operating costs.	
26	solution should support Virtual Router Redundancy Protocol (VRRP) (RFC 2338) for the DC SD-WAN routers	
27	Solution should be able to support strong encryption algorithms, PKI for authentication and system integrity	
28	Solution can notify external systems of events such as faults / alarms.	
29	Solution shall be able to support all the SD-WAN elements IPv6 Capable.	
30	Solution shall a able to support application visibility DPI, App reporting, marking, filtering and policy	
31	Router shall a have support of out of band management	
32	Solution must support for sending email notifications.	
33	Interface Encapsulation Support for SD-WAN:	
	1. Internet &Sub-interface	
	2. DSL: PPPoE	
	3. 4G 4.V.35	
34	Bank should be able to utilize SD WAN functionality by moving from a single circuit to multiple circuits, Bank should be able to eliminate a single point of failure while also using the application aware routing capabilities to overcome the pitfalls of transports.	
35	Bank should have the ability to encrypt traffic on an individual basis. Bank should have the choice to enable encryption on a per WAN-connection basis, with the default setting being IPsec encryption.	
36	System should be able to provide real time behavioural analytics and also provide predictive analysis of the application from network standpoint to avoid future outages	
37	The Hardware for installation of the Controller/Manager etc. on the central site	



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	(DC &DR) to be provided by the successful bidder	
38	The Hardware for installation of the Controller/Manager etc. on the central site (DC &DR) should be horizontally scalable.	

C) Specification of SD-WAN Gateway/Head End Router at DC and DR

Sr No	Functional Requirements	Complied (Yes/No)
1	Router should have minimum 6x1Gig and 4x10Gig ports from day-1- The ports should be able to connect both copper and fiber links	
2	Router should support an aggregated minimum throughput of 5 Gbps or more with encryption	
3	Router should support minimum 7000 IPSEC tunnels & scalable to 20000 IPsec tunnels from day 1 (No additional licensing should be required for scalability)	
4	The router should support hot swappable power supply units	
5	The router should have redundant power supply units	
6	Router should support OSPF, BGP, static, connected routes	
7	Router should support Configuration and monitoring using SSH, CLI	
	System and network services supported:	
8	IPv4, SNMP, NTP, config archival, Syslog, SSH, SCP,NAT/PAT, IPFIX or Net Flow export	
9	Router should support Forwarding and Quality of Service (QoS) Classification, prioritization, low latency queuing, remarking, shaping, scheduling, policing, mirroring, NAT	
	Policy support:	
10	Policy Route policies, app-aware routing, control policy, data policy, ACL policy, VPN member- ship policy, service advertisement and insertion policy	
11	Should have 12 GB of DRAM from day-1 which can be scalable up to 48 GB.	
	Router should support:	
12	Multicast IGMP v1/v2, PIM	
13	The router should support the following security features: Zero-trust, whitelisting, tamper-proof module, DTLS/TLS, IPsec, ESP-256-CBC, Authentication Header, HMACSHA1	
14	The router should provide mechanisms for DDOS protection, NAT traversal and control plane protection	
15	The router should support IPsec encryption of control plane and data plane flows	
16	The Router should be IPv6 Ready Logo Phase-2 certified/Equivalent Certifications	
17	Router shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements of Information Technology Equipment.	
18	Router shall conform to EN 550332 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.	



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D) Specification of SD-WAN Router at Branches

Sr No	Functional Requirements	Complied (Yes/No)
1	Router should be modular in architecture with 4 No. of 100/1000BaseT Ethernet WAN/LAN ports from day 1. Out of 4 WAN ports, One port should provide both copper and fiber connectivity.	
2	Router should have provision for at-least aggregate 10 Mbps SD WAN feature license from Day-1	
3	Router should have 1 Serial V.35 Interface or 1 Serial V.35 interface converter to Ethernet with routed Ethernet port for WAN connectivity from Day- 1	
4	The router should have minimum 2GB DRAM upgradable to 4 GB and 2 GB flash memory	
5	Router should support minimum 100 Mbps of throughput with services like IPSec and NAT enabled	
6	Router should have DES, 3DES and AES Standards. Should support IPSec with IKEv2 and Suite-B Encryption.	
7	Router should support static Routes, OSPFv2, OSPFv3, BGP4, Policy based routing, IPv4 and IPv6 tunnelling	
8	Router should support at least 100 IPsec tunnels and 10000 ip routes	
9	Shall have 802.1p class of service and marking, classification, policing and shaping.	
10	Router should support SSHv2, SNMPv2c, SNMPv3 and NTP	
11	Routers should support AAA using RADIUS and TACACS+	
12	Should support extensive support for mechanism for best path selection based on metrics like delay, latency, jitter, packet loss to assure business-critical IP applications.	
13	Router shall have traffic load balancing capability on dual WAN Links based on based on advanced criteria, such as reachability, delay, loss, jitter and bandwidth utilization.	
14	Router should build IPSec tunnels to multiple remote locations automatically without making manual changes to each and every router at remote locations	
15	Proposed router should be certified with EAL3 or above /NDPP/ common criteria certificate	
16	Router shall conform to UL 60950-1; EN 60950-1; IEC 60950-1 and AS/NZS60950-1	
17	Router shall conform to EN55022 Class A; CISPR22 Class A and EN 61000	
18	Router should be IPv6 phase 2 logo ready	
19	Router should support up to 0° to 40°C of Temperature	
20	Router should be 1 RU	
21	Solution should able to support Next Generation wide area network which allows to use WAN based on centralize controller architecture that can:	
a	Perform Centralized path computation and policy provisioning based on templates	

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Sr No	Functional Requirements	Complied (Yes/No)
b	Support for building various IPSec topology like Hub & Spoke, full mesh, partial mesh with automation from the Central Controller.	
c	WAN Load Balancing on all available WAN ports.	
d	The Branch equipment should support various Load Balancing technologies - Active-Active, Active-Passive, Unequal Load Balancing.	
e	Control plane communication between Routers and Central Controller must be secured via TLS/DTLS or equivalent Secure technology.	
f	End to end link quantity detection based on loss, latency and jitter and traffic routing based on link quality	
g	Providing minimum 4 end to end segmentation for different traffic and creating multiple virtual topology based on traffic segment"	
H	The Controller based WAN solution with the above features should be available for all interfaces supported on the Router, namely Ethernet, Serial.	
I	Two-factor Device Authentication of Branch Router to participate in the WAN Network. One Factor defines the Edge Device is from the same OEM and Second Factor will define it is for Bank only.	
j	Completely separate Control Plane and Data Plane communication and path.	

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 comply with all requirements, specifications, terms and conditions mentioned in the Bid Document except for the deviations mentioned above.

We agree for the time frame for completion of activities as per your above bid.

We agree to the terms of payment mentioned in your bid.

We submit that we shall abide by your terms and conditions governing the quotation.

We submit that the details given above are true to the best of our knowledge.

Office Seal

Place:

Date:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

For

(Authorised Signatory)

Name:

Designation:



Ref: CO/ITD/CNW/306/R1/2022-23

Date: 01.06.2022

PART - II

Commercial Bid (To be submitted after Online Reverse Auction)

The Asst. General Manager
Indian Bank, Head Office
66, Rajaji Salai, 2nd Floor
Chennai, Pin 600001

Dear Sirs,

Sub: Request for Proposal for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of 2300 numbers of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses

Ref: 1. Your RFP No. RFP No. CO/ITD/CNW/306 /R1/2022-23 dated 01.06.2022

2. Online Reverse Auction Dated _____

Further to the online reverse auction conducted on _____, we submit hereunder the price details as per the specifications given in Part-I.

Table A - Cost of device hardware, software with warranty and AMC (In Rupees, Exclusive of Taxes)

Table A – Cost of device hardware, software and AMC (In Rupees, Exclusive of GST)									
S. No	Item	Quantity Required (a)	Details of Make & Model of device/solution proposed	Cost per branch/equipment including 1 year of warranty (In Rupees) (b)	2nd Year AMC Charges * (c)	3rd Year AMC Charges * (d)	4th Year AMC Charges * (e)	5th Year AMC Charges * (f)	Total Cost (In Rupees) [G=(a*b)+c+d+e+f]
1.	SD WAN Router including perpetual license (with 1-year warranty and 4 years AMC). [as per the "Specifications of SD-WAN Router mentioned in the RFP]	2300							
2.	*SD-WAN Controller or Manager etc., at DC in HA mode (with 1-year warranty and 4 years AMC). [As per the Specification of SD-WAN controller mentioned in RFP]	2							
3.	*SD-WAN Central Device/Gateway/Head End Router in HA mode (with 1-year warranty and 4 years AMC) at DC in HA Mode. [As per the Specification of SD-WAN Gateway/Head End Router mentioned in RFP]	2							



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4.	*SD-WAN Controller or Manager etc., at DR in HA mode (with 1-year warranty and 4 years AMC). [As per the Specification of SD-WAN controller mentioned in RFP]	2							
5.	*SD-WAN Central Device/Gateway/Head End Router in HA mode (with 1-year warranty and 4 years AMC) at DR in HA Mode. [As per the Specification of SD-WAN Gateway/Head End Router mentioned in RFP]	2							
Total									

*AMC Charges per year should not be quoted less than 8% of equipment cost (incl of 1 yr warranty charges)

Table B. Manpower Cost (Exclusive of Taxes)

Table B. Manpower Cost from OEM (Exclusive of Taxes)			
S.NO	Manpower cost	Number Of Engineer	1 st Year Charges
1	On site L2 resource from OEM at Customer's NOC/DC or any other location finalized by the Bank for managing SD-WAN solution	1	
2	On site L2 resource from Bidder at Customer's NOC/DC or any other location finalized by the Bank for managing SD-WAN solution	1	
Total Charges			

Total Cost to be quoted in reverse auction (A+B) = Rs.....

Please Note: Price is inclusive of all charges but exclusive of Taxes. TDS if any, will be deducted from the payment.

Total Amount in words: Rupees _____

We submit that we shall abide by the details given above and terms and conditions given in Bid document.

For
Office Seal

(Authorized Signatory)

Place: _____ Name: _____
Date: _____ Designation: _____
Mobile No: _____
Business Address: _____
Telephone No: _____
E-mail ID: _____



Ref: CO/ITD/CNW/306/R1/2022-23

Date: 01.06.2022

ANNEXURE -I

1.BID FORM

(Bidders are required to furnish the Form of Bid on letter head)

Date: _____

To

Assistant General Manager
Indian Bank, Head Office
66, RajaJi Salai, 2nd Floor
Chennai, Pin 600001, India

Sub: Request for Proposal for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of 2300 numbers of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses

Ref: RFP No. CO/ITD/CNW/306 /R1/2022-23 dated 01.06.2022

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 3% of the Contract Price 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 shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, if required.

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



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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 confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

Dated thisday of 2022

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email



Ref: CO/ITD/CNW/306/R1/2022-23

Date: 01.06.2022

Annexure -II

SELF DECLARATION – BLACKLISTING

Assistant General Manager
Indian Bank, Head Office
66, RajaJi Salai, 2nd Floor
Chennai, Pin 600001

Dear Sir,

Sub: Request For Proposal For Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of 2300 numbers of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses

Ref: Your RFP No. CO/ITD/CNW/306 /R1/2022-23 dated 01.06.2022

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:

Name:



Ref: CO/ITD/CNW/306/R1/2022-23

Date: 01.06.2022

Annexure-III

CONTRACT FORM

(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made theday of.....2022 Between Indian Bank, having its Indian Bank, Head Office, 66, Rajaji Salai, 2nd Floor, Chennai-600001 (hereinafter “the Purchaser”) of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids vide RFP No. for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for (Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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



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Date: 01.06.2022

become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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:.....



Ref: CO/ITD/CNW/306/R1/2022-23

Date: 01.06.2022

Annexure-IV
Performance Security Format

Bank Guarantee No.

Date:

To: INDIAN BANK,

Chennai,

INDIA:

WHEREAS (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Purchase Order no. dated to.....(Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....2022

Signature of Authorized Official with Seal

.....

Date.....2022

Address:.....

NOTE:

1. Supplier should ensure that 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 and shall be on a Non-Judicial Stamp Paper of requisite value.



Ref: CO/ITD/CNW/306/R1/2022-23

Date: 01.06.2022

Annexure-V

BID SECURITY

To
Assistant General Manager
Indian Bank, Head Office
66, Rajaji Salai, 2nd Floor
Chennai, Pin 600001

Whereas..... (Hereinafter called "the Bidder") who intends to submit its bid for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of 2300 numbers of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses (name and/or description of the goods & services) against Bank's RFP Ref. No. CO/ITD/CNW/306 /R1/2022-23 dated 01.06.2022. (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 seal of the said Bank this ____ day of _____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified in the RFP; or
 - (b) does not accept the correction of errors in accordance with the RFP terms; 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/NDA;
or
 - (b) fails or refuses to furnish the performance security, in accordance with the RFP terms.

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 including forty-five (45) days after the period of the bid validity (i.e. 225 days from last date of bid submission) and any demand in respect thereof should reach the Bank not later than the above date.



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

Ref: CO/ITD/CNW/306/R1/2022-23

Date: 01.06.2022

(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 and shall be on a Non-Judicial Stamp Paper of requisite value.



Ref: CO/ITD/CNW/306/R1/2022-23

Date: 01.06.2022

Annexure – VI

MANUFACTURERS' AUTHORIZATION FORM

Letter Ref. No.

Dated

To
Assistant General Manager
Indian Bank, Head Office
66, Rajaji Salai, 2nd Floor
Chennai, Pin 600001
Dear Sir,

RFP No. CO/ITD/CNW/306 /R1/2022-23 dated 01.06.2022

We who are established and reputable manufacturers of _____ (name & descriptions of goods offered) having factories at (address of factory) do hereby authorize M/s _____ (Name and address of Agent) to submit a Quote, and sign the contract with you for the goods manufactured by us against the above RFP (Request for Proposal).

We hereby extend our full warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP (Request for Proposal). We duly authorize the said firm to act on our behalf in fulfilling all installation, technical support and Annual maintenance obligations required by the Contract.

Yours faithfully,

(Name)

(Name of Manufacturer)

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



Annexure-VII

INTEGRITY PACT

(To be submitted on Non - Judicial Stamp Paper)

INTEGRITY PACT

Between

Indian Bank hereinafter referred to as “The Bank”

and

..... Hereinafter referred to as “The Bidder/Contractor”

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for Supply, Installation and Maintenance of Necessary Hardware, Software & Support Services for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of 2300 numbers of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and / or Contractor(s).

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Bank will exclude from the process all known prejudiced persons.

2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



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Section 2 – Commitment of the Bidder(s)/Contractor(s)

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
 - e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3– Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process.



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Section 4– Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.



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Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

If the Bank obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- 1.The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2.The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
- 3.The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
- 4.The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5.As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6.The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
- 7.If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.The word '**Monitor**' would include both singular and plural.



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Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

Section 10 – Examination of Books of Accounts

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

Section 11 – Other provisions

- 1.This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
- 2.Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3.If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
- 4.Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5.In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- 6.Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity Pact aton

(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)



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

Ref: CO/ITD/CNW/306/R1/2022-23

Date: 01.06.2022

Place -----

Place -----

Date -----

Date -----

Witness 1:

Witness 1:

(Name & Address) -----

(Name & Address) -----

Witness 2:

Witness 2:

(Name & Address) -----

(Name & Address) -----



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Date: 01.06.2022

Annexure-VIII
SERVICE LEVEL AGREEMENT

THIS AGREEMENT made theday of.....,2022 between Indian Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Head Office at 66, RajaJi Salai, 2nd Floor, Chennai, Pin 600001 (hereinafter "the purchaser/Bank") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns, of the one part

and

M/s,("Name of Supplier") (hereinafter called "The Supplier") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns, of the other part :

WHEREAS the Bank invited bids vide RFP. No..... for..... (Brief Description of Services to be mentioned) (hereinafter referred to as "the said services") and has finalized and accepted the bid submitted by the Supplier for the provision of the said services

Now therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto more fully agree that supplier shall provide the said services as per the terms provided hereunder.

NOW THIS SERVICE LEVEL AGREEMENT WITNESSETH AS FOLLOWS:

- The SLA specifies the expected levels of service to be provided by the Supplier to the Bank. This expected level is also called the baseline. Any degradation in the performance of the product and services is subject to levying penalties.

Payments to the Supplier are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. The Bank and Supplier. The Supplier shall maintain the stated service levels to provide quality service. Supplier shall provide access to the Bank or its designated personnel to the tools used for SLA monitoring.

The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. The Supplier is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.



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1) Delivery Schedule and Deliverables from the Bidders

1.a) Bill of Material

Item wise expected quantities to be procured under the proposed procurement is as under:

S. No	Item	Quantity Required
1.	SD WAN Router (inclusive of One (01) year of warranty support and Four (4) years AMC). [as per the "Specifications of SD-WAN Router"]	2300
2.	*SD-WAN Controller or Manager etc., at DC in HA mode (with 1-year warranty and 4 years AMC). [As per the Specification of SD-WAN controller]	(1+1) – one box should be capable to handle the full load
3.	*SD-WAN Central Device/Gateway/Head End Router (with 1-year warranty and 4 years AMC) at DC in HA mode. [As per the Specification of SD-WAN Gateway/Head End Router]	(1+1) – one box should be capable to handle the full load
4.	*SD-WAN Controller or Manager etc., at DR in HA mode (with 1-year warranty and 4 years AMC). [As per the Specification of SD-WAN controller]	(1+1) – one box should be capable to handle the full load
5.	*SD-WAN Central Device/Gateway/Head End Router (with 1-year warranty and 4 years AMC) at DR in HA Mode. [As per the Specification of SD-WAN Gateway/Head End Router]	(1+1) – one box should be capable to handle the full load
6.	On site resource /Facility Management at NOC/DC or any other location finalized by the Bank	2 Engineer (1 - L2 Engineer from OEM and 1 – L2 engineer from Bidder for the initial period of one year, commencing after successful installation of SD WAN routers at 25 branches)

*The Hardware/Server/Storage for the SDWAN controller or Manager etc. at the central site at DC and DRS is to be provided by the bidder.

Note: -



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- The Purchase Order may be placed in part or full by the Bank. The quantity or number of equipment to be purchased is only indicative. No guarantee or assurance is being provided hereby as to the exact quantity of equipment to be purchased or the minimum order quantity. The successful bidder has to advise the Bank/Network Integrator about the movements of their shipment well in advance.
- The Purchase Order for delivery of routers will be issued in a phase wise manner. After successful installation of SD-WAN enabled routers at branches/Offices and based on satisfactory/unsatisfactory performance during the first phase of Branch equipments installation, Bank may or may not order remaining SD-WAN enabled routers.

1.b) General Responsibilities

General Responsibilities		
S. No.	Scope	Complied Yes/No
1	Supply, Installation, Configuration, Commissioning, Warranty Support and Maintenance of Branch Network Routers with SD-WAN Solution (both Hardware and Software) and its associated accessories, as per the functional & technical specification at various branches/offices of the Bank spread across the country for a TCO period of 5 years which comprises 1-year warranty period followed by 4 years of annual maintenance support. If there is a gap between the Bank's requirements and the OEM warranty/ AMC, then it will be the responsibility of Bidder to fill the gap.	
2	The bidder should comply to the functional & technical specifications of SD WAN solution and Router.	
3	The Hardware/Server to be installed for the central site controller/Manager etc. (At DC and DR) is to be provided by the successful bidder. The Hardware/Server provided by the successful bidder should be horizontally scalable.	
4	The successful bidder has to ensure that at any instance, the utilization of the CPU or Memory or Storage, etc. of the Hardware/Servers installed should not cross 60% of the utilization at any given point of time of the total available resources respectively. In case, if the usage of any of the component (CPU, Memory, Storage, etc.) goes beyond 60% (for 2300 Routers), the successful bidder has to provide the additional resources to maintain the service level within 1 month of the incident notified by the Bank to the successful bidder, at no additional cost to the Bank. In case, if the successful bidder does not provide additional resources to maintain the service level, the penalty amounting to INR 5,000/- per week is to be levied on the bidder. The amount of penalty will be recovered from Annual Maintenance charges of the devices installed (routers, & SD-WAN Solution) payable for subsequent Quarter/ year/ previous payments/ forthcoming payments/Performance Bank Guarantee held with the Bank.	



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General Responsibilities		
S. No.	Scope	Complied Yes/No
5	The product should be as per the functional & technical specifications. As the equipment is required to be deployed in the Bank's network, bidders must quote a suitable model from their product portfolio that are meant for enterprise category.	
6	Bidder to provide all the necessary hardware and software required to make the solution & equipment work strictly as per technical specifications mentioned in the RFP. The technical specifications specified in this document are minimum and the bidder can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no weightage would be given for higher configurations.	
7	Bidder will provide all required documentation regarding the complete project and provide a detailed project plan for supply, implementation and migration and provide weekly updates on project progress.	
8	Bidder will consult bank stakeholders and OEM services for configuration related changes within Data Centre on SDWAN Controllers and Headend router	
9	Bidder will be responsible for Project Management Services	
10	Bidder will engage OEM Project Manager for OEM related tasks including Design, Build, Testing and Branch Migration. OEM Project Manager will work closely with bidder and Bank's Project Management Team	
11	Bidder Program Manager and OEM Project Manager will participate in scheduled project review Meetings and Conference calls	
12	Bidder Program Manager and OEM Project Manager will work with Bank to identify and document dependencies, risks and issues associated with the project.	
13	Bidder will be responsible for conducting Business Reviews Quarter to update on progress of OEM deliverables, jointly plan focus areas and deliverables for next Quarter	
14	Bidder will review the equipment delivery as per bill of material approved by Bank	
15	Bidder will jointly with bank review the racking, stacking, cabling Plan, POST, in line with OEM's best practices.	
16	Bidder will provide Review and recommendation for unpacking and any physical movement of those equipment's within Data Centre	
17	Bidder will engage to prepare all documentation as required for the design and deployment	
18	Successful Bidder shall ensure that all supplies (Solutions, Hardware, Software) must not be 'End of Life (EoL)' and 'End-of-Software Support (EoSS)' for the entire duration of the contract. In case the OEM has not	



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General Responsibilities		
S. No.	Scope	Complied Yes/No
	<p>declared the EoL/EoSS dates for the equipment proposed by the bidder, the bidder has to submit along with the bids a letter of undertaking from the OEM on OEM's Letterhead confirming: -</p> <p>(a) OEM has not declared the EoL/EoSS dates for the equipment under reference as on the date of issue of the letter (which shall be on or after the floating date of the RFP), and</p> <p>(b) the equipment shall not be EoL/EoSS for the entire duration of the contract. However, if for reasons beyond the control of OEM/Bidder, the EoL/EoSS dates are declared by the OEM during the contract period and if those dates are prior to the date of end of contract period, the bidder has to arrange for the replacement of equipment with equivalent or higher specifications (working in Bank's environment) which will not reach EoL/EoSS for the remaining duration of the contract at no extra cost to the Bank.</p> <p>This replacement must be completed 6 months prior to the date of EoL/EoSS of the current router.</p>	
19	Successful Bidders must provide equipment with rack mounting kit to accommodate all components in the rack space provided in the Bank's branches/offices.	
20	Successful Bidder shall ensure that during various phases of implementation, the performance, security, etc. of the existing setup is not compromised. Vendors shall discuss with the Bank and the Bank's Network Integrator in order to finalize the configuration of the equipment as per the requirement of the Bank.	
21	All necessary entitlement papers of license(s)/E-License of the solution (both hardware and software component of SD WAN solution & Router) should be provided to the Bank.	
22	The bidder shall have to specify the make and model of the equipment being proposed in the bid document. The bidder shall be required to make presentation to the Bank for the proposed equipment explaining the technical specification compliance as specified in the RFP.	
23	If during the contract period it is found that one or more features specified in this RFP is/are not supported, the bidder has to replace earlier supplied device with a device meeting all the specifications of the RFP. The Bank also reserves the right to initiate suitable action against the bidder in the interest of the Bank.	



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General Responsibilities		
S. No.	Scope	Complied Yes/No
24	Successful Bidder has to submit escalation matrix and share with the Bank the updated/revised escalation matrix as and when there is any change in the said document.	
25	Bidder will be responsible for all hands and feet support at branch locations to install or replace faulty/incorrect SD-WAN Routers, physical Rack and Stack, Active/Passive Cabling, Firmware Upgrade, Deployment of Start-up Config, Providing Remote Access (including console access) and collecting of troubleshooting information as required during all phases of the project.	

1.c) Scope of SDWAN Deployment in Data Centres

Scope of SDWAN Deployment in Data Centres		
S. No.	Scope	Complied Yes/No
1	As part of proposed SDWAN Solution Bidder should be in partnership with OEM to provide the following under SDWAN Design and Implementation services d) Conduct Design Workshop jointly with OEM Professional Services e) Engage OEM Professional Services to provide SDWAN Solution Design Document f) To maintain "Business Continuity" Engage OEM Professional Services to prepare a "Migration Plan Document"	
2	Engage OEM Professional Services to provide Method of Procedure (MOP) Document, including Roll-Forward and the Roll Back Plans for SD-WAN components	
3	Engage OEM Professional Services to implement and configure the solution components in banks Data Centres at Chennai and Mumbai, such as, g) SD-WAN Controllers h) SD-WAN Headend Equipment i) Verify Software or firmware version to be deployed in the bank j) DC Zoning and traffic flows, such as, Core Banking, DMZ, External Business Partners (EBP), Secured and Non-Secured Branch Networks k) Integration with Network Services, such as, Load Balancers, Firewalls, VPN Concentrators, IDS, IPS, WAF, DNS and NTP l) Integration with Bank's NOC tools, such as, AAA, RADIUS, Syslog and NMS tools (Microfocus)	



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Scope of SDWAN Deployment in Data Centres		
S. No.	Scope	Complied Yes/No
4	Bidder will be responsible to work with bank to integrate with existing DC network services, such as, DC Routers, Switches, Load Balancers, Firewalls, VPN Concentrators, IDS, IPS, WAF, Proxy Servers, DNS, NTP, etc. to support SD-WAN Solution	
5	For SD-WAN components, OEM will responsible to draft a Platform Test Plan (Network Ready for Use Document (NRFU)) and present for review to the bank	
6	OEM professional services should jointly execute the NRFU test cases along with the Bank's IT Team.	
7	OEM Professional Services should migrate first Twenty-Five (25) branch Types including Headend Routers to the new setup.	
8	Post the first Twenty-Five (25) branch migration jointly by bidder and OEM, the SD-WAN platform will be handed over to Bank Operations team/ Bank's Network Integrator. OEM Professional Services will conduct a "handover workshop" with the Bank's Operations team/ Bank's Network Integrator. OEM has to handover the following documents to the Bank Operations team/ Bank's Network Integrator: e) Solution Requirements f) High Level Design g) Low Level Design h) Network Ready for Use Test Scenarios and Execution/Results	

1.d) Branch Migration Technical Support Services

Branch Migration Technical Support Services		
S. No.	Scope	Complied Yes/No
1	As part of SDWAN Network Migration services, bidder should provide following services.	
2	Bidder will be responsible to migrate all the contracted branches on the SDWAN Controller c) Bidder will engage OEM Professional Services to define and configure Central SD-WAN Controller configuration required for each branch migration	



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Branch Migration Technical Support Services		
S. No.	Scope	Complied Yes/No
	d) Bidder will define and integrate with Data Centre Network like R&S, WAN Edge, branch R&S required for branch migration	
3	<p>Bidder should perform following services as part of migration services:</p> <ul style="list-style-type: none"> f) Jointly work with Bank's IT Operations to identify branches to be migrated g) Build Method of Procedure (MOP) Document for the targeted branch h) Carryout Migration activities as per MOP, Perform Configuration activities in Bank's Data Centre Network as per documented MOP and change management process i) Execution of Roll-back procedure in the event of Change failure j) Provide incident management services to address any incidents/issues faced during the migration change windows. 	
4	Considering the criticality of the DC network, OEM has to Provide Premium Technical Support Services during migration change windows. The OEM Services should support Proactive Maintenance Window Support tickets opened by the bank with OEM to remotely monitor and assist resolution of any incidents during the critical change process such as migration and DR drills. The bidder should provide OEM Incident Manager. The Incident manager should deliver the following activities remotely from OEM facility. Incident manager is a single point for critical incident management support for following scenarios	
	a) Migration Change windows related to SD-WAN Controller and Headend components	
	b) DR Drill Windows related to SD-WAN Controller and Headend components	
	c) OEM incident manager should monitor all open OEM TAC service requests during Migration Change windows and DR Drills to help ensure progression	
	d) OEM should submit Root Cause Analysis (RCA) to the bank for any critical incidents happened during migration and DR Drill and change windows related to SD-WAN components	
	e) In case of DR Drill, OEM should provide support for any incidents related to SD-WAN Controller, Headend Routers and other devices supplied by bidder	
	f) Onsite Engineer support from OEM to be provided during DR Drills	
6	Bidder will engage OEM to conduct an OEM's best practices audit once a year starting from one year after the date of 1st branch rollout.	



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Branch Migration Technical Support Services		
S. No.	Scope	Complied Yes/No
	a) OEM Professional Services will conduct a best practices audit of SD-WAN Central Controllers and Headend Routers in DC/DR to ascertain that the platform is configured in line with best practices and in line with Solution Design objectives.	
	b) The audit will cover a review of Branch Device Templates, Feature Templates, and Control and Data Policies.	
	c) The audit will cover a Health Check of SD-WAN Controller and Headend Devices	
	d) The audit will cover a configuration and health check audit for any 50 branches identified by the bank	
	e) Remediation of audit results will be shared and reviewed with Bank. Remediation actions will be executed jointly by Bidder in consultation with bank.	

1.e) Facility Management

Facility Management		
S. No.	Scope	Complied Yes/No
1	Monitoring and Management of SD-WAN solution including Router deployed.	
2	The dedicated manpower from OEM (one L2 Engineer) should be deployed for the facility management as per the details given in the RFP. The dedicated manpower should be available in general shift (10 AM to 6 PM) for the facility management at the location decided by the Bank (DC/NOC or any other location). However, in case of planned/unplanned activity/exigencies OEM engineer should be available on site or backup arrangement should be made.	
3	Deployed engineer from OEM should be graduate and have at-least 5 years of experience in WAN Management including hands on experience of Routing, Switching & network security equipments at Data Centre or equivalent Level. The resource must be well versed with exposure in SD-WAN solution deployment and its operations. OEM Certified engineer would be preferable. Bank may conduct interview and reserves the right to select or disqualify the deployed engineer based on interview/Performance during contract period.	
3	Bidder will deploy minimum One (01) engineer at central location (DC/DR/NOC) decided by the Bank for configuration of all supplied SDWAN	



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Facility Management		
S. No.	Scope	Complied Yes/No
	enabled routers for Configuration, follow-up and co-ordination with remote bidder team. However, installation of SDWAN solution with 2300 number of SDWAN router falls under bidder scope. The dedicated manpower should be available in general shift (10 AM to 6 PM) for the facility management at the location decided by the Bank (DC/NOC or any other location). However, in case of planned/unplanned activity/exigencies OEM engineer should be available on site or backup arrangement should be made.	
	Deployed engineer from Bidder should be graduate and have at-least 5 years of experience in WAN Management including at-least 2 years of hands on experience of Routing, Switching & network security equipments at Data Centre or equivalent Level. The resource must be well versed with exposure in SD-WAN solution deployment and its operations. The Bidder should ensure that the engineer should have at-least 15 days of training from the OEM whose solution has been proposed by the Bidder. Bank at its discretion may interview the resource before deployment. The decision of the Bank will be Final on deployment of the resource.	
4	Configuration management	
5	Patch Management - The successful bidder must ensure that all supplied & installed equipments & solutions are updated with patches as and when they are released after due testing. Critical patches should be applied immediately. Bidder should ensure supplied SDWAN solution should be compatible or to be integrated with existing bank's NMS, Ticketing Solution, Asset and Patch Management tool.	
6	Service Level Management, Service reporting- Maintain the service levels as per the RFP and Provide a monthly report to the Bank assessing all device performance under the scope of RFP against the Service Levels. Service Levels will include Availability measurements and Performance parameters (Utilization of CPU, RAM, storage etc.)	
7	Change Management.	
8	Coordination with different vendors (Bank's designated Network Integrator & SOC team etc. for the roll out of SD-WAN solution).	
9	Interface with and coordinate problem identification and resolution with the appropriate support organizations within or external to the Bank; Co-ordinate with OEM for ticketing, escalation and resolution of issues and restoration of hardware or associated software.	
10	Provide a monthly report to the Bank assessing all device performance under the scope of RFP against the Service Levels.	



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1.f) DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT

DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT			
S. No.	Parameters	Scope	Complied Yes/No
1	DESTINATIONS OF DELIVERY:	The destinations at which the deliveries are expected shall be informed to the bidder along with Purchase Order. The Bank reserves the right at its discretion to add new destination, delete any destination or replace any destination with new destination.	
2	DELIVERY SCHEDULE	a) The delivery of the equipments ordered, should be delivered within Eight (08) weeks from the date of placement of purchase order.	
		b) The Bank reserves the right to provide purchase award in phases in synchronization with the project implementation strategy.	
3	HARDWARE INSTALLATION:	<p>a) The Vendor will promptly install the delivered goods at the designated installation sites. The Vendor is responsible for installation and configuration of systems as per the bank requirement at sites including unpacking of cartons / boxes, assembling, wiring, cabling between hardware units and connecting to power supplies. The Vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites. Subsequent to successful installation the successful bidder should ensure labelling of the equipments with details required for lodging complaints in case of any malfunctioning. The details should include:</p> <p>g) Name of the successful bidder: h) Equipment Sl. No: i) Date of Installation: j) Warranty/AMC up-to: k) Call logging no.: l) Email id for call logging: etc.</p>	



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DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT			
S. No.	Parameters	Scope	Complied Yes/No
		b) The successful bidder will be required to perform a site inspection at its own cost to verify the appropriateness of the sites before the commencement of delivery. The successful bidder will guide and provide the necessary layout plan and such other information to the Purchaser for preparation of site. Thereafter the successful bidder shall inspect the site to verify its appropriateness before installation of the equipments.	
		c) The Vendor must integrate hardware and software components supplied by them to ensure inter-working of hardware and software. The Vendor will also be responsible to co-operate with the Bank/its bandwidth service provider/its application software vendor, to ensure that the integrated systems are fully functional. The vendor should also coordinate with the aforesaid in case of any configuration change in supplied equipments.	
		d) The Bank reserves the right to install third party software/hardware or any other products at the same site.	
		e) The Bank reserves the right to shift any equipment delivered by the Vendor from one destination to another at its cost for which the Vendor shall extend all assistance and install the equipment at the new site.	
		f) Site Not Ready (SNR) case – Wherever installation could not be carried out by the vendor/successful bidder's due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful vendor's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the vendors have to give an undertaking to complete installation within a week of being informed that the site is ready.	



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DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT			
S. No.	Parameters	Scope	Complied Yes/No
4	Warranty, AMC/ ATS etc. Scope:	<p>A) The Bidder shall provide the onsite comprehensive maintenance (Warranty, AMC, ATS) during entire contract period of (5 years) for all the hardware, software & services within the scope of work.</p> <p>All the Hardware items should be supplied with One (01) years on-site comprehensive warranty, which will start from the date of installation of hardware. Subsequently, the bidder shall provide the on-site comprehensive AMC support of Hardware items for Four (04) years.</p> <p>All the software/licenses items should be perpetual in nature. The additional support (AMC/ATS/Services etc.) in case of extension of contract after five years, is required to be provided by the Bidder at a rate equivalent to the average of support rate of Year 4 & Year 5, or at the rate of Year 5, whichever is lesser. The Bidder must factor the costs in the Price Schedule accordingly. The Warranty, ATS, SA, AMC should have back to back OEM active support and supporting documents for the same should be provided for releasing of respective payments. Further, all the obligations of the warranties should be covered under the AMC/ ATS including replacement of the items & its parts.</p>	
		B) The AMC cost of the hardware items should be quoted at minimum 8% of the item cost.	
		C) Successful Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as mentioned in the Service Level Agreement. The Bidder should agree that during the warranty/ AMC/ ATS period, they will provide the following operational support:	
		a) Bugs removal and troubleshooting.	
		b) Maintenance and support for patches, version control and release.	
		c) Regular performance tuning for performance optimization.	



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DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT			
S. No.	Parameters	Scope	Complied Yes/No
		d) Redress various operational problems.	
		e) Carry out various housekeeping works and explain the same to users.	
		D) Annual maintenance cost (AMC)/ Annual Technical Support (ATS) services include version upgradations, patches, bug fixing, and, compliance of irregularities pointed by Internal/External Auditors etc.	
		E) Back to Back OEM active support should be available for the hardware, software, third party applications, OS, Database Licenses etc. supplied by the successful Bidder in the contract and supporting documents for the same should be provided for releasing of respective payments.	
		F) The Bank will not be liable to pay any additional amount in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. On-site maintenance services without any additional cost shall be provided by the Bidder during the period of warranty/ATS/AMC.	
		G) The services offered through Warranties, Annual Maintenance Contract and Annual Technical Support should meet the end-to-end onsite support requirements for implementing and maintaining infrastructure deployed as part of the proposal till completion of contract	
		H) Bidder shall ensure necessary changes or modifications announced by RBI/IDRBT any regulatory authority or any other statutory authorities within the timelines or schedule stated by respective authorities without charging any extra cost to the Bank during the contract period. No exclusions / exceptions will be permitted in complying RBI /IDRBT other statutory authority guidelines	
		I) Bidder shall provide required help during VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc. to the Bank. Also rectify the irregularities pointed out during IS Audit at no cost to the Bank.	



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DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT			
S. No.	Parameters	Scope	Complied Yes/No
		J) The selected Bidder should also guarantee that all the software supplied by the Bidder is licensed and legally obtained.	
		K) Selected Bidder shall be fully responsible for any IP rights violation in connection to the supplied software. Only licensed copies of software shall be supplied and ported. The bidder shall grant an irrevocable perpetual license to the Bank to use the software.	
		L) Any gaps / discrepancy observed will be reported to The Bidder, who will act upon it and resolve the same immediately, at no additional cost to the Bank.	
		M) The successful bidder will respond to a service call and commence repair work on the equipment within 4 hours of being notified of equipment malfunction/ failure.	
		N) The successful bidder will not subcontract or delegate or permit anyone other than its own personnel to provide maintenance during warranty and maintenance period without the prior written consent of the Purchaser. In such a case, the Purchaser will have the discretion to forfeit the Performance Security.	
5	Security, Monitoring and Audit	<p>a) Bank has already implemented Cyber Security Operation Centre (C-SOC) wherein monitoring of all critical servers mainly application & database servers would be done for its security, uptime/ downtime, performance, user access to system, parameter changes etc. would be monitored based on different logs from servers and devices.</p> <p>Bidder should provide necessary logs of system, application users and database etc. for integration with SOC. For integration of SOC with the system being provided by the bidder, required support and tools (if any for log generation and pushing to SOC) would be required from bidders at no additional cost to the bank. Bidder shall ensure creation of secure repository of logs for current and future analysis, which will be provided to the Bank as and when required. As one of the critical components of Bank, the proposed solution should have the capability to communicate with</p>	



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DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT			
S. No.	Parameters	Scope	Complied Yes/No
		SOC by means of Secured transfer of logs and no extra charge shall be paid to the Bidder for this. In case of requirement, the bidder shall provide required scripts, program to integrate with SIEM. The vendor shall provide all the data/ information through their equipments/ systems installed in the Bank, as required by the Bank, so that rules configured under SIEM provide meaningful data.	
		b) IT assets, Management of the same, documentation, version control, configuration / parameter controls, Change Management etc. should meet industry standards and expectations.	
		c) Bidder should comply with all the points with respect to Vendor Risk Management (Annex-1 Point No11) as mentioned in RBI Circular Ref No: RBI/2015-16/418 DBS.CO/CSITE/BC.11/33.01.001/ 015-16 dated 02-06-2016 and amendments thereon. As mentioned in the aforesaid circular, Bidder should consider to take steps in maintaining confidentiality, integrity and availability of the data owned by the Bank specially customer information, irrespective of whether the data is stored/in transit within themselves or with customers or with the third-party vendors.	
		d) Further the Bank will be doing the risk assessment of the selected bidder on periodic basis as per the Bank's internal policy. Bidder has to provide the required support/data for Banks analysis. Further if the rating of the bidder falls under the High Risk Category then Bank may choose to terminate the contract with the bidder, as per the terms of the RFP.	
6	Third Party Audit	A) Third Party Auditor (TPA), if required, may be selected and appointed by the Bank at its own cost. The audit may cover one or more of the following aspects of the project: -	
		a) Penetration testing of the systems and networks (External and Internal)	
		b) Application Security Assessment	



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DELIVERY, INSTALLATION, AMC, WARRANTY, SECURITY, MONITORING and AUDIT			
S. No.	Parameters	Scope	Complied Yes/No
		c) System Performance Testing/ Monitoring	
		d) Review and Assessment of Security Policies	
		e) Data Quality Review	
		The Bidder shall be required to share the testing documents and standards with the designated third party wherever applicable/ required.	
		B) The Bank may appoint the TPA for the entire project period including the Operation and maintenance period. The TPA may conduct quarterly/bi-annual/annual audits as per the decision of the Bank.	
		C) Based on the audit reports submitted by the TPA, the selected Bidder shall make the required changes to the application and incorporate the suggestions of the auditor at no extra cost to the Bank. The purchaser shall recover costs from the pending payments or performance security on failure of the Bidder to make the required changes.	

1.g) Operation Management

Operation Management		
S. No.	Scope	Complied Yes/No
1	The successful bidder should review the performance of the equipment/ technology deployed with the bank on a bi-annual basis and take necessary upgrades, i.e. of equipment and software, as and when required without any additional cost to the Bank. Successful bidder should monitor measures, evaluates, and records status and performance information about all the equipment brought in by the bidder to aid in performance monitoring and tuning of the environment. Performance metrics should include utilization, throughput, Network latency and other critical system needs. The successful bidder shall implement proactive procedures to address trends identified from performance and monitoring data. The successful bidder should provide standard reports that are to be provided to designated Bank personnel.	



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Operation Management		
S. No.	Scope	Complied Yes/No
2	Bidders shall provide Maintenance support of the supplied equipments at the Branches/offices. The onsite resources provided for FM at NOC/DC or any other location specified by the Bank should be on payroll of the successful bidder and not on any third party payroll. In case, if the successful bidder has to depute third party resource payroll and not bidder's payroll, the permission of the same is to be taken from the Bank before deployment and it will be successful bidder's responsibility for any action taken on part of the deployed resource by the bidder. The successful bidder should keep the Bank explicitly informed about the end of support dates on related products/ hardware as soon as they are declared by the OEM.	
3	Successful bidder/OEM shall fix any security findings/vulnerabilities identified by various security agencies hired/consulted by the Bank without any additional cost during the contract period. Further, if the security observation(s) cannot be closed by applying updates/patches/fixes/upgrades to the supplied equipment and replacement is the only option to close the observation(s), then the successful bidder has to replace the device(s) with device meeting all the specifications of the RFP at no extra cost to the Bank. However, the Bank reserves the right to waive off the hardware replacement depending on the type of vulnerability and its associated risk.	
4	The routers shall include all components and subcomponents like cables (such as Fiber, Ethernet etc.), connectors, tools, hardware & software Licenses, Accessories and other components (required for commissioning of the solution as a part of RFP) should be supplied by the successful bidder at no extra cost to the Bank.	
5	The Vendor will also be responsible to co-operate & coordinate with the Bank/its Bandwidth Service Provider/its Network Integrator vendor, to ensure that the integrated systems are fully functional. The vendor should also coordinate with the aforesaid in case of any configuration change in network equipment.	
6	Successful bidder will be fully responsible for the manufacturer's warranty with respect to proper design, quality and workmanship of equipment, accessories etc. covered by the offer. Bidder must warrant all equipments, accessories, spare parts etc., against any manufacturing defects during the warranty period & Post Warranty period. During the contract period, the vendor will have to maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the Bank.	



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Operation Management		
S. No.	Scope	Complied Yes/No
7	End of Sales / End of support: The Vendor has to ensure that any solution/equipment supplied as part of this RFP should not have either reached or announced 'End of Sales' (2 years from last date of submission of Bid) or end of support for at least 5 years from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support, within the 5 years period from the date of supply, the vendor has to replace the equipment with devices having equivalent or upgraded specification, at no additional cost to the Bank.	
8	The successful bidder has to comply the Performance level defined as per the Service level requirement mentioned in the RFP. In case if the Bidder is failed to meet the performance standard, appropriate penalty will be levied on the bidder as per the SLA penalty terms and condition mentioned in the RFP. The successful bidder needs to share the SLA reports with the Bank periodic as decided mutually by the Bank and the Bidder.	
9	The successful bidder has to provide/replace the damaged/faulty network equipment at the branches/offices where the equipment has gone faulty within the defined SLA time of fault reported. If the reasons for damage are attributed to Bank, the repairing/replacement charges of damaged equipment will be borne by Bank. The replacement of damaged/faulty equipment should not be on hold due to attribution.	
10	Affixing Asset Tags on network hardware Equipments: It will be the responsibility of the successful bidder to affix the Asset tags on each network hardware/equipment/solution being supplied to Bank and also share the details with the Bank team. The Asset Tags so printed by the successful bidder must have the company's logo of the vendor along with other details like call logging no., mail id etc. The asset tag details for the network hardware would be mutually decided by the Bank and the successful bidder. Complete asset inventory including replacement of network hardware on account of failure is the responsibility of the successful bidder and the details of the inventory to be mutually decided by the Bank and the successful bidder.	
11	The bidder should have back-to-back agreement with the OEM for the warranty & AMC services part for the entire contract period of Five (05) years and bidder has to produce the necessary documentary evidence (s) along with their bid proposal.	



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Operation Management		
S. No.	Scope	Complied Yes/No
12	<p>The Vendor / Integrator has to bring in OEM's Professional Services team for the following services as part of services.</p> <p>OEM needs to carry out the following services & activities:</p> <ul style="list-style-type: none"> a) OEM professional service is required to design and implement. b) SD-WAN management /controller solution provided by OEM. c) SD-WAN routers at Up to Twenty-Five (25) branches/locations. d) Standard Operating Procedures (SoP) documents. e) Detailed network logical and physical topology diagram with IP Addressing, routing and switching strategy. f). OEM should provide both the High Level and the Low-Level Design for the Proposed Solution. g) OEM should provide the Implementation of Software Configuration and Service Migration for SD-WAN Central Components, Services Policies, and the First 25 branch rollouts. These activities shall be conducted from DC or DRS of the Bank. h). OEM should deliver the following documents; <ul style="list-style-type: none"> 1) High-Level Design Document (HLD) 2) Low-Level Design document (LLD) 3) Network Ready for Use Document (NRFU) with Test Execution Results (Limited to SD-WAN Controller nodes and First Twenty-Five(25) Branch Sites). <p>Integrator to provide NRFU for remaining branches.</p>	
13	<p>Following features should be included in the proposed solution, equipment and services:</p> <ul style="list-style-type: none"> a) Routers should have at least N-1 updated firmware i.e. device should always be either updated with latest firmware or to the previous version. b) The Private Encryption Keys should not be hardcoded in the firmware to provide protection against Man-in-the-Middle attacks. c) Routers should not be vulnerable to several command injection attacks to rule out the possibilities of attackers gaining root access on the affected devices d) The vendor should be responsible to integrate routers to SIEM under CSOC. The vendor should properly co-ordinate with Bank's other vendors managing Firewalls, CSOC and others servers/devices. 	
14	<p>Successful bidder is responsible to implement the Bank's network & security policies, which may change from time to time and also provide the necessary assistance during the periodical IS Audits / others Audits carried out by the Bank/ it's appointed auditors/ consultants. Successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank</p>	



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Operation Management		
S. No.	Scope	Complied Yes/No
	within a month or immediately as per Bank's requirement. Coordinating with Bank's internal / External Audit Teams for Audits and taking necessary steps for compliance.	
15	Successful bidder will be responsible to assist/ co-ordinate with Network Operation Centre/ Security Operation Centre / System Integrator/ Bank in resolving the issues related to Network & Security issues at DC/DRS and Bank's Wide Area Network issues related to DC/DRS.	
16	The Bidder should ensure that the in scope solutions being deployed by the successful Bidder integrate with the Bank's Security Operations Centre (SOC) solution. This is to ensure that all the logs are collected from all the in-scope devices, ultimately enabling the Bank's SOC team to monitor the logs, perform the correlation and forensic analysis, raise the incidents and inform the concerned department/ Stake holders. Any other logs, if available with the bidder will also be submitted to bank, as and when needed.	
17	Successful bidder to tune devices as per suggestion/ advice from Bank's SOC vendor after confirmation with Bank which will be based on assessment through SOC operations.	
18	The proposed SD-WAN solution OEM must provide training for a period of Seven (07) days to customer personnel at no additional cost to the Bank. The responsibility for arranging the training will be of the successful bidder. The proposed SD-WAN solution vendor/bidder must train personnel of the customer for at least period of 2 weeks.	
19	Successful Bidder shall inform Bank/Bank's Network Integrator about all releases /version change of patches/ upgrades/updates of hardware/software/OS/middleware etc. as and when released by the OEM. The bidder shall provide all assistance in implementation/installation of the patches/updates etc. to the Bank's NI as when required. All products updates, upgrades & patches shall be provided by the bidder free of cost during entire duration of the contract.	

2) Period of Validity of Bids

Bids should remain valid for the period of 180 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.



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3) Payment Terms

- Consequent upon its selection, the successful bidder along with the acceptance letter shall submit the details of the Bank Account (Account Number, Name of the Bank where account is maintained, IFSC Code etc., as required for electronic mode of payment) authenticated by the authorized signatory. Any change in the above, should immediately be intimated to the Purchaser, duly authenticated by the authorized Signatory of the successful bidder. The successful bidder's request(s) for payment shall be made to the Purchaser in writing, accompanied by the invoice describing, as appropriate, the Goods delivered and services performed, the documents submitted and upon fulfilment of other obligations stipulated in the Contract.
 - Payments shall be made promptly by the Purchaser but in no case later than Sixty (60) days of submission of the invoice/claim, supported by all required documents, by the successful bidder. Payment will be made to the successful bidder in Indian Rupees only.
 - Successful bidder should raise state wise invoices (along with delivery challan, Installation Proof, Sign-off document, AMC etc., applicable as per payment terms) clearly stating that GST number pertaining to that particular state.
- a) Payment for Branch devices, Central location devices, License or any other cost:**
- (i) **Payment on Delivery of Goods:** Site-wise Payment of 50% of the cost of equipment shall be made by Head Office of the bank, who have placed the purchase order, on receipt of the specified goods at the site, submission of the documents specified as per RFP and on submission of Performance Security pursuant to RFP.
 - (ii) **Payment on installation of Goods:** Site-wise Payment of 30% of the cost of equipment shall be made by Head Office of the bank, who have placed the purchase order, on receipt of the specified goods, successful installation and commissioning at the site, submission of the documents as specified in the RFP.
 - (iii) **Site-wise payment of 20%** of the cost of the equipment shall be made by Head Office of the Bank, who has placed the purchase order, after one month of successful installation & commissioning at the site and signoff. If the installation and commissioning is delayed due to reasons which are attributable to the bank by more than 90 days from the date of delivery of equipment's at the respective location, remaining 20% of payment will be released.

Payment invoices to be submitted with minimum lot size of 500 devices. However, Bank accept the separate invoices, where delivery, installation and commissioning is delayed due to reasons which are attributable to the bank.

b) Payment of Annual Maintenance Charges

Site-wise annual maintenance (after warranty period) for the equipment shall be paid by the



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Head Office of the bank who has placed the purchase order, on Quarterly basis in Arrear, at the Contract rates, within thirty days from the date of completion of warranty/maintenance period, subject to satisfactory services rendered during the previous year of warranty/maintenance and on submission necessary documents for AMC agreement to the concerned office. The successful bidder must submit the quarterly Preventive maintenance reports, proof of backlining document with OEM as well as all visit reports along with the invoice for payment of AMC charges.

The AMC amount shall be released (after warranty period) on entering into an Agreement by the Head Office of the bank as per Standard AMC Agreement format with the purchaser for Annual Maintenance of the supplied goods.

- c) Payment of Manpower Charges** - Payable quarterly in arrears for actual number of engineers deployed.

3) Proof of Concept: All the bidders, may require to conduct PoC as per discretion of the Bank for all the quoted products explaining the functional & technical specification compliance as specified in the RFP. The Bank may also require the bidder to arrange for the demonstration of the features for the quoted models in OEM's lab/cloud setup.

4) Uptime

a) For equipment's/devices installed at the central site

The successful bidder has to maintain 99.99% of the uptime (monthly) of the equipment's/devices installed at the central site.

b) For Branch Router

The successful bidder has to maintain 99% of the uptime (monthly) of the equipment's/devices installed at the central site.

c) Availability of onsite engineers

- The onsite engineer should be available on working days of the bank. The working day means any branch of the bank is working in any part of the country.
- If engineer could not attend to office, alternate resource should be arranged and should work from bank premises the same day.
- If engineers are absent for more than 18 working days in a year, penalty will be charged as per applicable SLA.



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5) SLA

a) SLA for device uptime

Sr. No.	Device	Uptime (monthly)	MTTR	Applicable Penalty	During Warranty Period	During AMC Period
					Penalty Recovered From	Penalty Recovered From
1	Central Site (DC & DR) Devices	99.99% (24x7x365)	2 Hours (Applicable for only One incident per month)	Bank shall levy penalty at rate of Rs.5000/- per day or part thereof after 4 Hours from reporting the issue to the Bidder. However, the total amount of penalty deducted per incident will be pegged at total AMC charges payable for four years for all supplied equipment.	The amount payable towards device installation/Signoff Cost/Next pending Payment	The amount payable towards AMC for central equipment
2	Branch Devices	99% for all working days of that particular site	24 Hours (Applicable for only two incident per month)	Bank shall levy penalty at rate of Rs.500/- per day (Applicable during Bank working days) or part thereof from 24 Hours from reporting the issue to the Bidder. However, the total amount of penalty deducted per incident will be pegged at total AMC charges payable for four years for that particular equipment.	The amount payable towards device installation/Signoff Cost/ Next pending Payment	The amount payable towards AMC for branch equipment
The maximum penalty deduction for the said penalty will be up to 10% of the total contract value.						

The uptime will be calculated on monthly basis.

The device uptime will be computed as under:

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

WH – Working Hours

DH – Down Hours

WH – The working hours for Branches will be from 09:00 AM to 07:00 PM except Sundays and national holidays. However, depending on the branch categorization, working hour may be change for few branches that will be notified to successful bidder.



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b) SLA for Manpower

- Maximum of 18 days leave of absence in a year is admissible for deployed engineers (1 from OEM and 1 from Bidder). For each day the engineer is absent beyond the permissible period penalty @ Rs. 2,000/- per day will be charged. However, the total amount of penalty deducted per month will be pegged at monthly charges payable for the particular Engineer.
- If there is any delay in deployment/replacement of engineers for 1 month or more, 10% of the monthly charges payable for total engineers will be deducted as penalty every month. Penalty will be deducted from AMC Payment/ Next pending Payment.

In case of device uptime below 80.00 % (inclusive of branch and central site), Bank reserves the right to invoke the Performance Bank Guarantee (PBG) and the contract will be terminated.

“The relationship between the Bank and the Supplier is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Bank and Supplier hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

The Supplier shall be the principal employer of its employees, (if applicable agents, contractors, subcontractors etc.) engaged by the Supplier and shall be vicariously liable for all the acts, deeds, matters or things of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise by virtue of engagement of employees, (if applicable agents, contractors, sub-contractors etc.,) by the supplier for any assignment under the contract. All remuneration, claims, wages, dues etc. of such employees (if applicable agents, contractors, sub-contractors etc.) of the Supplier shall be paid by the Supplier alone and the Bank shall not have any direct or indirect liability or obligation to pay any charges, claims or wages of any of the Supplier’s employees (if applicable agents, contractors, sub-contractors etc.). The Supplier shall hold the Banks its successors, assigns, administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any whatsoever nature that may arise or caused to the Bank through the action of supplier’s employees (if applicable agents, contractors, sub-contractors etc.).”

6) Timeframe for completion of activities

Sr. No.	Activity	Maximum Time Period for completion	Liquidated/Penalty Damages
1	Execution of PBG and submission of SLA	Within 15 days from issue of Notification of Award (NOA)/Purchase Order.	NIL



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Sr. No.	Activity	Maximum Time Period for completion	Liquidated/Penalty Damages
2	Delivery of ordered hardware (including all associated accessories) at locations specified in Purchase Order.	Within 08 weeks from issue of Notification of Award (NOA)/Purchase Order.	As per LD Clause
3	Installation, Configuration & Commissioning of ordered Network equipment & solutions.	<p>For Branch Site - Within (Six) 06 weeks after the installation of the 25 PoC site (including all associated accessories) at the locations specified by the bank.</p> <p>For central site along with 25 PoC site - Within (Six) 06 weeks of the delivery of ordered hardware (including all associated accessories) at the location specified.</p>	<p>For Branch site – Rs.1000/- for the delayed Goods or unperformed Services for each week of delay or part thereof up to a maximum deduction of 10% of the contract price of the delayed goods/unperformed services.</p> <p>For central site along with 25 PoC site - Rs.5000/- for the delayed Goods or unperformed Services for each week of delay or part thereof up to a maximum deduction of 10% of the contract value.</p>

- Penalties will be deducted from the amount payable towards device installation/Signoff Cost/Next pending Payment (if required)
- In case, deductions on account of Liquidated Damages and/or Service Level Penalties reaches 20% of the total contract price, Bank reserves the right to terminate the contract.

7) Liquidated Damages

If the Successful bidder fails to deliver the equipment within the period(s) specified, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of Invoice price of the delayed equipment for each week or part thereof of delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount.

8) Use of Contract Documents and Information

The Selected bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information



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furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed/authorized by the Selected bidder in the performance of the Contract. Disclosure to any such employed/authorized person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Selected bidder shall not, without the Purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

The supplier will have to enter into a Non-Disclosure agreement (As per the Annexure-IX) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

The following documents shall be deemed to be form and be read and construed as part and parcel of this agreement viz;

- a) RFP No.....dated.....for.....
- b) The Bid Form and the price schedule submitted by the Bidder
- c) The Purchaser's notification of award
- d) Contract form dated
- e) NDA form dated

In the event of any conflict between the RFP and this Agreement, the provisions contained in the RFP shall prevail over this agreement.

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:.....



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Annexure-IX
NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of.....2022 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head office at 66, RajaJi Salai, 2nd Floor, Chennai-600001, hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the “**Supplier**” which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interalia engaged in the business of banking and intends to procure 2300 numbers of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses.

M/s..... Limited has been engaged in the business of Supply, Installation & Maintenance of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses.

The parties have entered into agreement dated _____ for Supply, Installation & Maintenance of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses “(herein after referred to as “purpose”)” and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

Confidential Information means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

Receiving party may use the information solely for and in connection with the Purpose.



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2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement. Between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3.Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the



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confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6. Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire agreement: This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or



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modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

11. Jurisdiction

Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.

12. Indemnity clause

“The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.”

13. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorised signatories

BANK

.....

M/s



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ANNEXURE – X
DECLARATION FOR MSME BENEFITS

(To be submitted on the letter head of the bidder signed by Director/Company Secretary)

To,
Assistant General Manager
Information Technology Department
Indian Bank, Head Office
66, RajaJi Salai, 2nd Floor
Chennai, Pin 600001

Sub: Request for Proposal for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of 2300 numbers of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses

Ref: Your RFP No. RFP No. CO/ITD/CNW/306 /R1/2022-23 dated 01.06.2022

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. CO/ITD/CNW/306/R1/2022-23 dated 01.06.2022 floated for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of 2300 numbers of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost
- b) Exemption from submission of Bid Security

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely
For M/s _____

Signature
Name:
Designation: Director/Company Secretary
Place:
Date:
Seal & Stamp



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ANNEXURE-XI

**DECLARATION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH
INDIA**

(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING/CERTIFICATE ON ITS LETTERHEAD)

To,
Assistant General Manager
Information Technology Department
Indian Bank, Head Office
66, RajaJi Salai, 2nd Floor
Chennai, Pin 600001

Date

Dear Sir,

Sub: Request For Proposal for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of 2300 numbers of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses

Ref: RFP No. CO/ITD/CNW/306 /R1/2022-23 dated 01.06.2022

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << name of the firm>> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. *[Evidence of valid registration by the Competent Authority shall be attached.]*

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



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ANNEXURE-XII

INSTALLATION CERTIFICATE FOR ISSUE BY THE BRANCH AFTER SUCCESSFUL INSTALLATION OF SD-WAN (Software Defined Wide Area Network) enabled routers with licenses

Date:

Sub: Certificate of installation of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses.

1. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

(a) Contract No. _____ dated _____

(b) Description of the equipment: SD-WAN (Software Defined Wide Area Network) enabled routers with licenses.

(c) Quantity _____

(d) Date of delivery _____

(e) Date of installation and proving test _____

2. Details of accessories/spares not yet supplied:

2. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms.

Signature _____

Name _____

Designation with stamp _____



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ANNEXURE-XIII

Certificate of Local Content as per Make in India Guidelines

To,
Indian Bank, Head Office
66, RajaJi Salai, 2nd Floor
Chennai, Pin 600001

Date

Dear Sir,

Sub: Request for Proposal for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of 2300 numbers of SD-WAN (Software Defined Wide Area Network) enabled routers with licenses

Ref: RFP No. CO/ITD/CNW/306 /R1/2022-23 dated 01.06.2022

This is to certify that proposed _____ **<product details>** is having the local content of _____ % as defined in the above mentioned RFP.

The details of location(s) at which the local value addition is made are as under

S.No.	Make and Model	Name of Place

This certificate is submitted in reference to the 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, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated September 16, 2020 & its amendments/clarifications issued (if any), referred to hereinabove.

For Bidder

Signature of authorised signatory
Name and Designation:
Seal:
Date:

For

statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies)



CHECKLIST

S.No.	Criteria	Documents to be submitted as proof
1	The Bidder should be a Public/Private Limited Company and should be in existence in India for the last 5 years (as on 31.03.2022). In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original partnership firm/limited company will be taken into account.	Copy of Certificate of Incorporation issued by the ROC and Articles of Association should be submitted.
2	The Bidder should be a profit-making company and should have earned Net profit in at least two out of three preceding Financial Years (FY 2019-2020, 2020-2021 & 2021-2022) and Operating profit in the other Financial Year as per the audited Financial Statements.	Audited Profit & Loss Statement along with auditor/chartered accountant certificate.
3	The Bidder should not have been blacklisted by any Government Department / PSU / Banks currently.	Self-Declaration as per the format given in Annexure-II should be attached.
4	The Bidder's yearly turnover should be minimum Rs.100 crores during last three financial years (i.e. 2019-2020, 2020-2021 & 2021-2022)	Copy of Audited Balance Sheet.
5	The bidder should be the Original Equipment Manufacturer (OEM) or certified / authorized partner of Original Equipment Manufacturer (OEM) of the proposed hardware/software etc.	MAF as per format given in Annexure-VI should be attached.
6	The bidder should have supplied and maintaining SDWAN (Software Defined Wide Area Network) solution in any Govt. organizations /PSU/PSB or any scheduled commercial Bank (including RRBs/ Cooperative Bank)/ BFSI in India with minimum 1000 quantities in past 5 years.	Documentary proof from the concerned organization for having supplied and maintaining the solution is to be submitted.
7	The proposed router of same make must have been supplied and installed by the bidder/OEM in at least One (01) Schedule Commercial Bank/PSU/Govt. Organization/Govt. Unit/BFSI in India with minimum 1000 quantities in past 5 years."	Necessary purchase orders to be submitted.



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8	The Items/Solution proposed should not be due for declaration of End of Sale within 2 years of last date of submission of Bid. Further proposed Items should not be due to reach 'End of Support' within Five (05) years from the date of issue of purchase order. OEM's Undertaking on company letter head signed by authorized signatory of the OEM, clearly mentioning about the confirmation of End of sale and End of Support is to be submitted.	Documentary proof from OEM to be submitted
9	The Bidder should have their own office / franchise for service support in at least 15 cities (including Mumbai and Chennai).	Self-declaration is to be submitted
10	Functional & Technical Compliance	Compliance to be given as per Part – I
11	Bid Security	Bank Guarantee towards Bid Security as per Annexure-V
12	Bid Form	As per Annexure-I
13	Escalation Matrix of Bidder	Escalation Matrix of Bidder to be submitted on bidder's letter head
14	Integrity Pact	Integrity Pact as per Annexure-VII on stamp paper
15	Declaration regarding Land Border Compliance	Declaration to be submitted as per Annexure-XI
16	Declaration regarding MSME Benefits (If Applicable)	Declaration to be submitted as per Annexure-X
17	Indicative Commercial Bid	Indicative Commercial Bid as per Part-II
18	Certificate Regarding Local Content	To be submitted as per Annexure-XIII
19	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder

