

2017

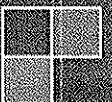


RFP No.: CO:ITD:PG:679:2016-17
Request for Proposal (RFP) for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments

Indian Bank invites sealed tender offers from the eligible bidders for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments

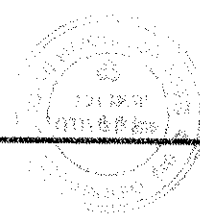


Indian Bank
06/02/2017



Abbreviations

SI	System Integrator	RFP	Request for Proposal
OEM	Original Equipment Manufacturer	DC	Data Center
EMD	Earnest Money Deposit	DR	Disaster Recovery
PBG	Performance Bank Guarantee	ZO	Zonal Office
DD	Demand Draft	HO	Head Office
BG	Bank Guarantee	CO	Corporate Office
PAN	Permanent Account Number	GOI	Government of India
VAT	Value Added Tax	RBI	Reserve Bank of India
SLA	Service Level Agreement	Gbps	Gigabits per second
MSA	Master Service Agreement	PSU	Public Section Undertaking
LAN	Local Area Network	FY	Financial Year
WAN	Wide Area Network	PBG	Performance Bank Guarantee
CD	Compact Disc	LD	Liquidated Damage
DVD	Digital Versatile Disc	IP	Integrity Pact
AMC	Annual maintenance cost	IPR	Intellectual Property Rights
ATS	Annual Technical Support	IRDAI	Insurance Regulatory and Development Authority of India



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1. Invitation for Bid

Indian Bank invites detailed bid proposals from the interested parties (bidders) to submit their pre-qualification criteria, technical and financial offers for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance in accordance with the conditions and manner prescribed in this RFP document.

Bidder agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

2. Critical Information

Table 2.1

S.No	Information	Details
1	Bid inviting authority	Indian Bank
2	RFP No. and Date	CO:ITD:PG:679:2016-17 dated 06-February-2017
3	Last date for submission of written queries for clarifications	08-February-2017 at 3:00 PM Email : easwarkb@indianbank.co.in uthayakumar.p@indianbank.co.in
4	Bid Fee	Rs. 5,000/- (Rupees Five Thousand only).
5	Earnest Money Deposit (EMD)	Rs. 6,00,000/- (Rupees Six Lakhs only)
6	Date of pre-bid meeting	10-February-2017 at 11:00 AM (The bidder has to intimate the participation via email by 08-February-2017 at 3:00 PM)
7	Last date of purchasing/downloading RFP	27-February-2017
8	Bid Validity Period	Valid for Ninety (90) days from the last date for submission of bid.
9	Last date (deadline) for submission of Bids	27-February-2017 at 4:00 PM
10	Opening of Technical Bids	27-February-2017 at 4:30 PM
11	Reverse Auction	After evaluation of technical and qualification criteria, intimation will be sent, to all qualifying bidders, about the date and time of reverse auction
12	Contact Person for queries	Mr. EASWAR K B Chief Manager, Information Technology Department, Indian Bank Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014 Phone: 044-25269720/044-25269718 Email : easwarkb@indianbank.co.in uthayakumar.p@indianbank.co.in



13	Addressee and Address at which proposal in response to RFP notice is to be submitted	Expenditure Department, Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014
14	Deadline/ last date for furnishing performance security	Within 15 days from the date of issue of Purchase Order.
15	Performance security value (Performance Bank Guarantee)	10% of the Contract Amount in the form of a unconditional and irrevocable Bank Guarantee issued by a Scheduled Commercial Bank (other than Indian Bank) located in India
16	Performance security validity period	Valid for sixty nine (69) months, with further one (1) month of claim period, from the date of acceptance of Purchase Order.
17	Deadline / last date for signing contract	Within 15 days from the date of issue of Purchase Order.

3. Introduction

3.1 Project Background

To meet the network equipment requirement at the DC, DR site, HO and treasury branch.

3.2 About Indian Bank

Indian Bank is a premier Nationalized Bank with over 2500 Branches, 2700 ATMs plus BNAs and having a business of above Rs. 3,00,000 Crores. The bank had been a forerunner in absorption of technology and has many first to its credit in implementation of IT in banking. The Bank has overseas presence through Branches in Singapore, Colombo & Jaffna and has reciprocal arrangements with various Foreign Banks across the globe. Core Banking Solution has been implemented in all the Branches. The bank has installed 2500 ATMs, introduced Debit cards, Credit cards and exclusive credit card “Bharat Card” for common man – first of its kind in the banking industry. Banking services are offered through multiple delivery channels like ATM, Internet Banking, Tele banking, Mobile banking, etc. Bank is also partnering various e-governance initiatives of GOI and State Governments.

Indian Bank invites sealed tender offers (technical offer and commercial offer separately) from the eligible bidders for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments

3.3 Indian Bank's Network

The Branches are connected to BSNL MPLS cloud primarily through a leased line backed up with an ISDN/GPRS/VSAT. The bandwidth of the leased line is 256 Kbps normally and range up to 4 Mbps. Bank has provided additional leased line connectivity to select branches from other Telecom Service providers. Some of the branches where the leased line is not feasible are connected using VSAT. The Branches/Offsite ATMs are having Cisco 819, 1905, 1921, 1941 or 2911 Router. Zonal Office is connected to the Data Centre and DR site with 2 Mbps bandwidth through BSNL MPLS Cloud using Cisco 2911 and 3845 Routers. All the Branch/ATM Routers are provided with 3DES, AES encryption facility to encrypt the data going out of the Branch. At the Data Centre, a VPN concentrator is provided to decrypt the data received from the Branches.



4. Deliverables from the bidder

4.1 Delivery Locations

Table 4.1

S.No	Site	Geographical Location*
1	Data center	Chennai
2	Disaster Recovery Site	Hyderabad
3	Treasury Branch	Mumbai
4	Head Office	Chennai

* Full address will be provided in the purchase order

4.2 Deliverables

The Bidder is responsible for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments at the locations mentioned.

Table 4.2

Part Code	Part Description	Quantity	Delivery Location
For DC Switches			
N7K-F248XT-25E=	Nexus 7000 F2-Series 48 Port 1/10GBase-T (RJ-45) Enhanced	2	Datacenter
For additional ports in routers			
HWIC-2FE=	Two 10/100 routed port HWIC	4	Data Center
HWIC-2FE=	Two 10/100 routed port HWIC	2	Disaster Recovery Site
HWIC-2FE=	Two 10/100 routed port HWIC	2	Head Office
Switches for HO			
WS-C2960X-24TS-L	Catalyst 2960-X 24 GigE, 4 x 1G SFP, LAN Base	2	Head Office
CAB-IND-10A	10A Power cable for India	2	
PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	2	
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	2	
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	2	
Switches for Treasury Branch			
WS-C2960X-48TS-L	Catalyst 2960-X 48 GigE, 4 x 1G SFP, LAN Base	4	Treasury Branch
CAB-IND-10A	10A Power cable for India	4	
PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	4	
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	4	
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	4	
Switches for HO			
WS-C2960X-48TS-L	Catalyst 2960-X 48 GigE, 4 x 1G SFP, LAN Base	2	Head Office
CAB-IND-10A	10A Power cable for India	2	
PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	2	
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	2	
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	2	
Routers for Internet Connectivity			
ISR4431-SEC/K9	Cisco ISR 4431 Sec bundle w/SEC license	2	Datacenter
SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	2	



PWR-4430-AC	AC Power Supply for Cisco ISR 4430	2	
PWR-4430-AC/2	AC Power Supply (Secondary PS) for Cisco ISR 4430	2	
CAB-ACSA	AC Power Cord (India, South Africa), C13, BS 546, 1.8m	4	
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	6	
MEM-4400-4G	4G DRAM (2G+2G) for Cisco ISR 4400	2	
MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	2	
MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	2	
SL-44-SEC-K9	Security License for Cisco ISR 4400 Series	2	
SISR4400UK9-316S	Cisco ISR 4400 Series IOS XE Universal	2	
GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	4	
Routers for Internet Connectivity			
ISR4431-SEC/K9	Cisco ISR 4431 Sec bundle w/SEC license	2	Disaster Recovery Site
SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	2	
PWR-4430-AC	AC Power Supply for Cisco ISR 4430	2	
PWR-4430-AC/2	AC Power Supply (Secondary PS) for Cisco ISR 4430	2	
CAB-ACSA	AC Power Cord (India, South Africa), C13, BS 546, 1.8m	4	
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	6	
MEM-4400-4G	4G DRAM (2G+2G) for Cisco ISR 4400	2	
MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	2	
MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	2	
SL-44-SEC-K9	Security License for Cisco ISR 4400 Series	2	
SISR4400UK9-316S	Cisco ISR 4400 Series IOS XE Universal	2	
GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	4	
Switches for DC LAN to connect critical servers.			
WS-C4507R+E	Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	2	Datacenter
S45EUK9-S8-38E	CAT4500e SUP8e Universal Crypto Image	2	
C4500E-IPB	Paper IP Base License	2	
WS-X45-SUP8-E	Catalyst 4500 E-Series Supervisor 8-E	2	
SFP-10G-SR	10GBASE-SR SFP Module	8	
WS-X45-SUP8-E/2	Catalyst 4500 E-Series Redundant Supervisor 8-E	2	
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2	
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2	
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2	
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2	
WS-X4748-SFP-E	Catalyst 4500 E-Series 48-Port GE (SFP)	2	
GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	16	

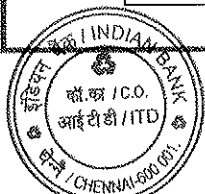


GLC-SX-MMD	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	80	
PWR-C45-6000ACV	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE)	2	
CAB-SABS-C19-IND	SABS 164-1 to IEC-C19 India	8	
PWR-C45-6000ACV/2	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE)	2	

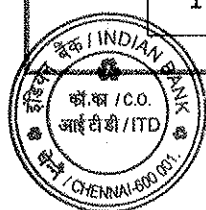
4.3 Service Expectations

Table 4.3

S.No.	Service Expectations
	Licenses and Support
1	The bidder should procure licenses for the hardware and related software infrastructure and hand over to the bank as required.
2	The hardware and related software infrastructure provided should have the OEM and bidder support till the end of the warranty and AMC period.
3	Tools, software for implementation, testing etc. shall be part of the offered solution.
4	All support services including updates, upgrades and patches for all software modules shall be provided by the selected bidder till the end of the warranty and AMC period.
	Project Initiation
1	Deployment of the necessary team members for the implementation.
2	Preparation and sharing the Detailed Project Plan with the roles, responsibilities, activities and milestones.
3	Obtain the bank's buy-in and sign-off on these documents.
	Project Implementation
1	Initiate the implementation
2	Testing (Unit Testing, User Acceptance Testing)
3	Provide service for bug –fixing and stabilization
4	Go-live after taking approval from designated officials from the bank.
5	The selected bidder shall prepare and implement the Business Continuity Plan for the system. The strategy should include details of infrastructure, location, operation, management and policies based on Business Impact Analysis carried out in consultation with the bank's officials.
6	The selected bidder shall assist the bank in formulating appropriate security policy to prevent unauthorized access to the system. Selected bidder shall build adequate access right & control mechanism into the proposed system
7	The bidder shall prepare and periodically update system maintenance plan which would indicate the list of maintenance activities, duration, frequency, timings, downtime required etc and get it approved by the bank.
8	The bidder shall prepare Business Continuity Plan, System maintenance plan and furnish in writing to the bank or its Nominated Agencies within thirty (30) days from the date of issue of purchase order.
	Operations, Maintenance, Monitoring and Control – till the Project Period
1	Respond to queries and support requests and resolve issues as per Service Level Agreement.
2	Submit necessary Project Documents and periodically revise all plan and policy documents
3	The selected bidder shall make available and implement all updates, upgrades and patches for the hardware and related software infrastructure during the contract period, without any additional cost to the bank.
4	The bidder should perform the switch over and switch back in case of Disaster Recovery drills performed by the bank.
5	The bidder shall provide training to the bank officials, up to the satisfaction of and when required



	by the bank without any additional cost to the bank.
6	The bidder shall be responsible for performing changes to the configurations for meeting regulatory or business requirements at no extra cost to the bank.
7	The bidder shall be responsible for implementing maintenance activities as per the maintenance plan without any additional cost to the bank.
	Testing and Commissioning
1	All the tests will be carried out by the selected bidder at no additional cost to the bank.
2	The selected bidder shall give a reasonable advance notice, to the bank for carrying out the tests.
3	The selected bidder shall carry out necessary tests of all the modules and carry out corrections based on test results and feedback.
4	The test results and action taken report shall be submitted to the bank
5	The bank may reject any module/ system or any part thereof that fail to pass any test or do not conform to the specifications/requirements. The selected bidder shall rectify such rejected item/ module or parts thereof or make alterations necessary to meet the specifications at no cost to the bank, and shall repeat the test, at no cost to the bank.
6	User Acceptance Test (UAT) shall be done jointly by the bank, selected bidder and the consultants, if any to ascertain whether the deliverables or parts thereof are capable of meeting the requirement as per the contract.
	Training
1	The selected bidder shall provide comprehensive and detailed training plan describing the proposed approach & methodology, timelines, course contents, duration, training materials, training tools, training logistics, etc. The selected bidder shall submit this document for approval of the bank before initiating this activity.
2	The selected bidder shall arrange training session for different categories of participants (Approx. Batch size: 15 participants).
3	This training shall be provided to the bank's IT Team. Technical training would include technical aspects of the deliverables. (Administration and Monitoring, User Administration, Performance Tuning, Backup and Restore Activities, Disaster Recovery, Business Continuity, Security)
4	The selected bidder will suggest in the trainings, issues anticipated and proposed solution to overcome the same.
5	Planning and locations for such trainings, workshops in the roll-out phase shall be finalized by the bank.
6	The selected bidder may need to conduct extra workshops/ training sessions, if felt necessary by the bank without any additional cost.
7	The selected bidder shall be responsible for preparation of the training materials, handouts covering "how to use" concepts for all functions/modules to be implemented. Training material should be provided in soft copy.
8	The bank shall provide training halls and conference rooms, projectors, etc. The training shall be organized by the selected bidder wherein specialized logistics and supportive facilities (if any) should be arranged by the selected bidder only.
9	In addition, all other incidental expenses (travel, lodging & boarding, local conveyance etc. for the selected bidder's team) pertaining to training programs and workshops shall be borne by the selected bidder.
	Warranty/Post-Warranty Services
1	The selected bidder shall support the deliverables implemented under the contract under the warranty support for a period of one year and four years post-warranty (AMC/ATS), i.e. total support of 1 year warranty + 4 year post-warranty (AMC/ATS).
	Annual Maintenance Contract (AMC)
1	The selected bidder will provide post implementation support for next four (4) years after warranty period.



2	The bank in its own discretion may extend the contract for AMC, one year at a time.
3	The selected bidder will provide all kind of support pertaining to the deliverables, any associated and bolt-on goods provided to the bank.
4	If any OEM is involved in the process, the selected bidder will arrange the support from OEM.
5	The selected bidder support should include supply of new versions / releases (including next generation release) upgrades, bug fixes, functionality enhancements and patches to cater to changes (including audit findings, tax, legal, statutory, regulatory and policy requirements) along with related documentation within thirty (30) calendar days of their availability in India and as well as other technical support from OEM's help desk.
6	The selected bidder shall provide maintenance support during the warranty and AMC period as per the SLA
7	Technical support shall include, but not limited to, installation of new versions/software releases (including next generation release) /upgrades, bug fixes, functionality enhancements, patches to cater to changes (including audit findings, tax, legal, regulatory, statutory and policy requirements), any modification or enhancement to existing business, changes to configurations, customizations, security and other technical assistance.
8	Support will be provided by the selected bidder pursuant to the Service Level Agreement (SLA) and/or Contract Agreement. Support will include but will not be limited to the following activities: <ul style="list-style-type: none"> A. All the modules of deliverables as mentioned in this RFP B. Version upgradation C. Re-installation of software(s) D. Creation/modification of reports to meet business/regulatory/audit or any other requirements within timeline stipulated by the bank E. Resolution of reported errors as per SLA mentioned in the table hereunder F. Backup and recovery G. System restoration, Reinstallation of the deliverables and all associated software H. Performance tuning and optimization I. Changes and modification J. Enhancement of existing functionalities and configuration K. User management L. Documentation of all the changes and developments made in the system M. Training on any change or modification of the solution N. Periodically revise all plan and policy documents O. Any other support required to ensure smooth and trouble-free operations of the deliverable.
Audit Reports	
1	The bidder should submit Internal Audit Reports Periodically (every Quarter)
2	The bidder should ensure that the configuration of the equipments is in accordance with the Bank's Security policy and always abide by the same. Any changes warranted/mandated by the audit agency/ regulator/Government/Bank/Third Party Audit should be planned and executed within a week from the date of such information to the bidder.
3	The successful bidder should facilitate audits on the configurations periodically and are required to provide the configuration to the bank with versioning.
Knowledge Transfer & Exit Management	
1	The bidder shall perform the Knowledge Transfer & Exit Management as per plan and hand over the Project in accordance with the Plan. Refer section 8.24.



5. Eligibility Criteria

5.1 General Eligibility

The RFP can be responded by Government, semi-government and private organizations with experience in the said categories.

5.2 Pre-Qualification Criteria

Table 5.1

S.No	Pre-Qualification Criteria	Required Documents
1	The Bidder should be the Public/Private Limited Company and should be in existence in India for the last 5 years (as on 31.12.2016).	The company should possess and furnish proof of certificate of registration/incorporation. It should also provide the PAN, VAT/sales tax, service tax registration.
2	The Bidder should have earned Net Profit during last three financial years (FY 2013-14, 2014-15, 2015-16)	Audited financial statement and certificate by Chartered Accountants or statutory auditors citing the profit for each of the three financial years (FY 2013-14, 2014-15, 2015-16)
3	The bidder should have annual turnover of more than Rs.5 Crores during each of the last three financial years (FY 2013-14, 2014-15, 2015-16)	Audited financial statement and certificate by Chartered Accountants or statutory auditors citing the turnover for each of the three financial years (FY 2013-14, 2014-15, 2015-16)
4	The Bidder should be a GOLD/highest level partner of the OEM for supply and support of the equipment in India	Manufacturer's Authorization Form (format under section 17)
5	The Bidder should have supplied and supporting minimum two (2) numbers of chassis based switches in single order during last three years (ending 31.12.2016) to Banks/Financial Institutions/ Government Organizations in India	Copy of Purchase Order along with satisfactory letter (format under section 15) from the organizations, as proof that the bidder has supplied and supporting minimum two (2) numbers of Chassis based switches in single order
6	Details of Company Profile, Strength and Expertise	Company background, history and why the proposer is qualified to provide the services described in this RFP.
7	The Bidder should not have been blacklisted/debarred/suspended/banned by any Ministry/Department of State or Central Government/PSU/Banks	A Self Declaration (format under section 11) stating to this effect is required to be signed by authorized signatory of the agency with seal.

6. Instructions to bidders

6.1 Introduction

The bidder is expected to read the instructions, forms, terms and specifications in the bidding documents. Failure to furnish any information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk. Also, the bidder must be the Original Equipment Manufacturer (OEM) or System Integrator (SI) with authorized tie-ups, back-to-back support relationship with the OEM for the deliverables and shall be a single point of contact for the bank.



6.2 Pre-Bid meeting

- a) A pre-bid meeting is scheduled to be held on 10-February-2017 at 11:00 AM at the following address
**Indian Bank Head Office,
2nd floor, Information Technology Department,
66, Rajaji Salai,
Chennai - 600001**
- b) For participation in the Pre-bid Meeting, the bidder has to produce the bid fee (see section 6.3) at the time of Pre-bid Meeting. Only those Bidders or their Representatives (Maximum 2 persons) who produce the bid fee will be allowed to participate in the pre-bid meeting.
- c) The purpose of the pre-bid meeting is to clarify the doubts of the bidders, if any.
- d) The Bidder is requested to submit any queries/clarifications to the Bank by 08-February-2017 at 3:00 PM in the format as mentioned in Section 24.
- e) All inquiries / clarifications from the bidders, related to this RFP, must be directed in writing/email to the contact details notified in this RFP document. The preferred mode of delivering written questions to the aforementioned contact details would be through email. Telephone calls will not be entertained. In no event will the bank be responsible for ensuring that Bidders' inquiries have been received by the bank.
- f) The text of the questions posed (without identifying the source of enquiry) and the responses given, together with amendment(s) to the bid document, if any, will be published in the bank's website.

6.3 Bid Fee

The bidder shall submit the bid along with a Demand Draft in favour of Indian Bank payable at Chennai for Rs. 5,000/- (Rupees Five Thousand only) (non-refundable) as bid fees. Bid submitted without the bid fee will not be considered, except in case the bid fee was submitted at the time of pre-bid meeting.

6.4 Transfer of RFP

The RFP document is not transferable to any other Bidder.

6.5 Amendment of Bidding Document

At any time prior to the deadline for submission of bids, the bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder(s), may modify the tender document by amendment(s), which shall be published in the bank's website. Signed copy of the amended document should form part of the Technical Bid.

6.6 Two Bid System

Sealed Envelopes Containing Technical Proposal (Technical Bid) should be clearly super scribed as **"Technical Bid – RFP for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments RFP No.: CO:ITD:PG:679:2016-17"**. All the documents constituting the Technical Bid should be submitted in **hard copy and soft copy except commercial Bid. Commercial Bid** will be finalized through online reverse auction. **No commercial information should be available in the Technical Bid.** The Technical Bid should be submitted at the address given below.

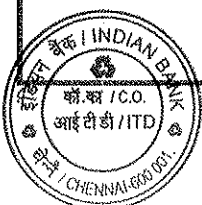
Asst. General Manager
Expenditure Department
Indian Bank Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600014.

The envelope shall bear the project name and a statement: "DO NOT OPEN BEFORE _____", to be completed with the time and the date specified below.



Formation of Technical Bid:

- I. The technical bid will be evaluated for technical suitability as well as for other terms and conditions mentioned in section 8.
- II. It should include introduction to the project. This will be part of the project document mentioned in section 26.
- III. It should include background of the system integrator / bidder.
- IV. It should include profile of the bidder as per the format in Section 10.
- V. It should include the details of all OEMs and a brief write up on partnership of bidder with OEMs.
- VI. It should include a brief summary of understanding of the banks requirements, vendor(s) capabilities, and solution / product description.
- VII. It should include statement of compliance/ acceptance letter – eligibility criteria and requirements as per the format in Section 14.
- VIII. It should include necessary documentation in support of corporate structure, founder and related history of the Bidder Company, ownership structure, and number of years in business and relevant business lines, specific certifications (ISO 17799, BS 7799, etc.)
- IX. It is mandatory to provide the functional & technical details in the exact format as given in the RFP. Correct functional & technical information of the solution being offered must be provided in the structured format. The offer may not be evaluated by Bank in case of non-adherence to the format or partial submission of technical details.
- X. It should include Fees for tender document (if not submitted at the time of pre-bid meeting) and EMD amount in the form of a Bank Guarantee.
- XI. It should include detailed technical specifications of the deliverables.
- XII. It should include details of all licenses of the deliverables.
- XIII. It should include compliance with all functional requirements without deviations
- XIV. It should include compliance with all technical requirements without deviations
- XV. It should include detailed architecture of the deliverables.
- XVI. It should include project plan with timelines, activities, road map on supply, installation, configuration, testing, warranty, maintenance, upgrades, patches etc. The deliverables are to be **delivered, installed, configured, tested and commissioned successfully within six weeks** from the **date of issue of purchase order** and the project plan should comply with this six weeks timeline.
- XVII. It should include details of warranty and maintenance support (back to back support from OEM) for the deliverables.
- XVIII. It should include detailed Bill of materials with make and model, without any price information.
- XIX. The soft copy (in PDF format, in accordance with section 26) of the technical bid document also should be provided to the Bank in a CD/DVD at the time of submission of technical bid. The contents of the softcopy should be same as that of hardcopy submitted in the same order. In case of discrepancy between the soft copy and hard copy, the version of the hard copy submitted shall prevail.
- XX. The bidder should submit a hard copy of the RFP and all addendum/corrigendum/clarification/amendments duly signed by the authorized person with company seal for having accepted the terms and conditions without any deviations.
- XXI. Compliance for the Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance needs required by the Bank. No Addition/alteration to the RFP and its formats is permitted unless the Bank specifies the same to all the Bidders.
- XXII. A Brief write-up about the deliverables to be provided.
- XXIII. As part of their bid, the bidder should submit documents agreeing to the bid's terms and conditions.



Formation of Commercial Bid (Refer Point No.6.10)

- I. After technical evaluation, only the eligible Bidders will be communicated of the date and time of Online Reverse Auction Process, Business Rules for the Auction and the details of the Agency who shall conduct the Reverse Auction. **The bidder should have valid digital certificate (class 2 or above) to participate in the online reverse auction.**
- II. The price breakup should be provided (in the format under section 25) after completion of online reverse auction. The prices should be quoted in Indian Rupees only.
- III. Commercial bid should include warranty for the deliverables supplied as part of this contract with onsite support basis during the entire period of the project including warranty and AMC period. Future releases and updates/upgrades/patches for statutory/ regulatory changes as required under the directives of Government of India, Reserve Bank of India etc. should be at no cost to the bank till the end of contract period.
- IV. Quoted price should include all charges including Supply, Installation, Configuration, Testing, Commissioning, etc. inclusive of all duties, levies, freight, insurance, warranty/AMC/ATS, etc. and exclusive of all applicable taxes. Octroi/Entry Tax if any will be reimbursed on submission of original receipts. Applicable TDS, if any, will be deducted from the payment.
- V. Bank will not pay any other charges including travelling charges / visit charges / hotel stay for any travelling/ training undertaken by the Bidder's staff / personnel throughout the project.

6.7 Bid Response

Bidders are advised to study all Instructions, Forms, Terms, Requirements and other information in the RFP document carefully. Submission of Bid shall be deemed to be done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish any information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its proposal any time during the process and forfeiture of the bid EMD. The decision of the bank in this regard is final and binding to all bidders.

6.8 Proposal Preparation Costs

The Bidder is responsible for all costs incurred in connection with participation in this process including but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the bank to facilitate the Evaluation Process, and in negotiating a definitive contract or all such activities related to the Bid Process. The bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This RFP does not commit the bank to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder become the property of the bank and may be returned at its sole discretion, provided, any materials which are identified as "Proprietary and Confidential Material of Bidder" shall remain the property of such Bidder and the bank shall maintain confidentiality of such materials.

6.9 Signing of Communication to the bank

All the communication to the bank including this RFP and the Bid Documents shall be signed on each page by the Authorized Representative of the Bidder and Authority Letter should be attached with Bid.

6.10 Bid Security

- a) The bidder shall furnish, as part of their bid, a bid security in the form of a bank guarantee issued by a scheduled commercial bank located in India, in the form provided in the bidding documents for a sum of Rs. 6,00,000/- (Rupees Six Lakhs only) and valid for One Hundred and Thirty Five days



- (135) days from the last date for submission of bid. Bank may seek extension of Bank Guarantee, if required.
- b) Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank.
 - c) The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance security.
 - d) The bidder will forfeit the bid security,
 - i. If a bidder withdraws his Bid or increases his quoted prices during the period of Bid validity or its extended period, if any; or
 - ii. In the case of a successful Bidder if the bidder fails to sign the contract for any reason not attributable to the bank or to furnish Performance Bank Guarantee within specified time; or
 - iii. During the Bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of Bid Evaluation and finalization; or
 - iv. During the Bid Process, if any information is found to be wrong/ manipulated/ hidden in the Bid.
 - e) The decision of the bank regarding forfeiture of the EMD amount and rejection of Bid shall be final and binding on the Bidder

6.11 Period of Validity of Bid

Bids shall remain valid for the period of Ninety days (90) days from the last date for submission of bid. A bid valid for a shorter period shall be rejected by the bank as non-responsive. Bids must clearly state the validity of the bid and its explicit expiration date. Bank may seek the extension of bid validity, if required.

6.12 Authorization to Bid

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Tender document. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

6.13 Deadline for Submission of Bid

- a) Deadline for bid submission is 27-February-2017 at 4:00 PM. The bid document along with required enclosures should be submitted at the place mentioned in clause No. 6.6 either in person or it can be sent by post but it should reach the concerned officer on or before 27-February-2017 at 4:00 PM.
- b) In the event of the specified date for the submission of bids, being declared a holiday for the bank, the bids will be received up to the appointed time on the next working day.
- c) The bank may, at its discretion, extend this deadline for the submission of bids by amending the bid documents, in which case all rights and obligations of the bank and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- d) Any bid received by the bank after the deadline for submission of bids prescribed by the bank will summarily be rejected and returned unopened to the bidder.

6.14 Opening of Bids

- a) The technical bids (PART-I) will be opened by the bank's designated officials, authorized for the purpose, in the presence of bidders' representatives. No separate communication will be sent in this regard.



- b) The bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except late bids, which shall be returned unopened to the bidder.
- c) The technically qualified bidders will be intimated to participate in the Online reverse auction process (PART II), to identify Lowest Quoted (L1) bidder. Online reverse auction procedures and timings will be informed separately. Technically qualified bidders will be informed the modus operandi for this purpose and bidders will have to abide by the e-business rules.
- d) To assist on the scrutiny, evaluation & comparison of offers, the bank may at its discretion ask some or all the Bidders for clarification of the offer. The request of and response to such clarification and response shall necessarily be in writing.
- e) The Bidders shall be responsible for properly super-scribing and sealing of each envelope. Neither the bank nor the Tender Evaluation Committee shall be responsible for accidental opening of envelopes that are not properly super-scribed and sealed.

6.15 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/email, and no change in the substance of the bid shall be sought, offered, or permitted.

6.16 Amendments to RFP Document

The bank reserves the right to amend the RFP any time prior to deadline for submission of bid. The same shall be published in bank's website and such amendments shall be binding on the bidders.

6.17 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. 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.

6.18 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.

6.19 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 the bank and will not be returned.

6.20 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.

6.21 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.

6.22 Negotiation

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

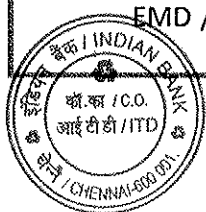
6.23 Signing Of Contract

Within 15 days from the date of issue of Purchase Order, the successful bidder shall sign the contract and return it to the Bank. All incidental expenses of execution of the contract shall be borne by the successful Bidder. The contract between the bank and the successful Bidder shall cover in detail the aspects/terms of contract such as mentioned below but not limited to:

- a) Performance security
- b) Warranty, AMC/ATS
- c) Payment
- d) Prices
- e) Assignment
- f) Sub-contracts
- g) Termination
- h) Applicable Law
- i) Notices
- j) Change orders
- k) Taxes and Duties
- l) Confidentiality
- m) Limitation of liability
- n) Training and Consultancy
- o) Technical Documentation
- p) Project Management
- q) Bidder's Obligations
- r) Bank's Obligations
- s) Patent Rights
- t) Any additional items as decided by the bank

6.24 Awarding Of Contract

The bank will award the contract to the Bidder whose Bid has been determined to be substantially responsive and has been determined as the Best Value Bid, provided further that the Bidder has demonstrated that it is qualified to perform services required for the project satisfactorily. Acceptance of purchase order should be submitted within 5 days of date of issue of purchase order along with authorisation letter. If for any reason L1 bidder backs out after issuance of purchase order or the purchase order issued to the L1 bidder does not get executed in part / full, the bidder shall forfeit the EMD / Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.



After the issuance of purchase order, failure of the Bidder (L1) to agree with the Terms & Conditions shall constitute sufficient grounds for the annulment of the Award of Contract and forfeiture of the bid security, in which event the bank may call for new bids.

6.25 Bank's Right to Terminate the Process

The bank may terminate the RFP process at any time and without assigning any reason. The bank makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by the bank. The Bidder's participation in this process may result in the bank selecting the Bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the bank to execute a contract or to continue negotiations. The bank may terminate negotiations at any time without assigning any reason.

6.26 Authentication of Bid

The original and all copies of the Bid shall be typed or written in indelible ink. The original and all copies (hard copies) shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the contract. A Letter of Authorization shall be supported by a written Power-of-Attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed and stamped by the person or persons signing the Bid.

6.27 Validation of Interlineations in Bid

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.

6.28 Language of Bid

The Bids and all correspondence and documents relating to the Bids, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language. In case of ambiguity, the English version of the Bid shall be considered final and binding. There should be proper page numbering on every page of Bid for proper referencing.

6.29 Documents Comprising the Bid

The Bids prepared by the Bidder shall comprise of the following:

Pre-Qualification Criteria: The Bid should comprise of Pre- Qualification Criteria along with all the supporting documents as mentioned in RFP.

Technical Bid: The Bids prepared by the Bidder shall comprise of the following along with all the supporting documents as mentioned in RFP:

6.30 Bank's Rights to Accept / Reject Any or All Proposals

The bank reserves the right to accept or reject any proposal, and to annul the Bidding Process and reject all Bids at any time prior to Award of Contract, without assigning any reason.

6.31 Only One Proposal

A bidder may submit only one proposal on its own. If a bidder submits more than one proposal, all such proposals shall be disqualified. Only an OEM or SI can submit a proposal and not both.



6.32 Other Terms and Conditions

- a) Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.
- b) Bank reserves the absolute right to reject the bid if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter
- c) Each bid should specify only a single solution which should meet the tender specifications and should not include/suggest any alternatives.
- d) The bidder shall also indemnify Bank against all third party claims of infringement of Intellectual Property Rights, patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- e) To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, seek clarification from the bidder(s). The request for clarification and the response shall be in writing/through e-mail and no change in the price or substance of the bid shall be sought, offered or permitted.
- f) In the event of any claim asserted by the third party of infringement of Intellectual Property Rights, copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post.
- g) The bidder shall submit a non-disclosure agreement on behalf of the Bidder Company and individual capacity of all the persons contracted.
- h) All deliverables of this project should be having a minimum of 2 year sales and 7 years serviceability by the OEM.

7. Evaluation Process

7.1 Overall Bid Evaluation

- a) Tender Evaluation Committee will evaluate and compare the Bids determined to be substantially responsive.
Substantially Responsive Bid: A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal without any material deviations. Deviations or objections or reservations to critical provisions such as those concerning performance security, warranty, applicable Law, taxes and duties will be deemed as material deviation and make the Bid liable for rejection.
- b) The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. It is the bank/ Tender Evaluation Committee's intent to select the proposal that is most responsive /advantageous to the project needs and each proposal would be evaluated using the criteria and process outlined in this section.
- c) The Technical Evaluation of Bids will be carried out checking for 100% compliance with the requirements and the bid with 100% compliance only will be considered as technically qualified. The Financial Bid of only the technically qualified Bidders shall be opened.
- d) If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors, its Bid would be rejected and may result in forfeiture of EMD amount.
- e) The Tender Evaluation Committee may waive any minor infirmity, nonconformity or irregularity which does not constitute a material deviation, provided such waiver does not prejudice or affect



the relative ranking of any Bidder. The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

7.2 Evaluation of Bids

Tender Evaluation Committee will carry out a detailed evaluation of the Technical Bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the RFP. In order to reach such a determination, Tender Evaluation Committee will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this RFP. Based on the technical evaluation, the financial proposal of only the Technically Qualified Bidders shall be evaluated by Tender Evaluation Committee. The Financial evaluation will be an online reverse auction.

7.3 Technical Bid Evaluation

The Objective of the Technical Bid Evaluation is to short list Bidders who have the technical expertise/skills that are essential to establish / implement this business activity as envisaged in the tender. The Technical Bids shall be evaluated by the Tender Evaluation Committee assessing each Bidder's ability to satisfy the requirements set forth in the RFP Document. The Tender Evaluation Committee will evaluate the technical proposals by taking into account factors mentioned below. The information furnished by the Bidders in the Technical Bid shall be the basis for this evaluation. Each Proposal will be evaluated according to the following criteria, but not limited to:

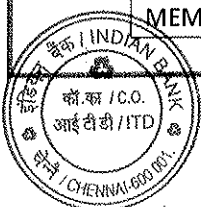
- Project Objective, Scope of Work and understanding along with past experience in projects executed of similar nature. Bidders must demonstrate their experience by submitting documentary proof.
- Feasibility and Technical Viability – The Bidder's Implementation, Operation and Maintenance Plan, its deployment of sound Project Management Strategy etc for the project.
- In support of the requirements (mentioned in Table 7.1), the Bidder has to submit supporting documents (like technical specifications) and mention the compliance mandatorily for all line items (Refer section 9).

Table 7.1

Compliance for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of the following equipments during the period of the contract				
Part Code	Part Description	Quantity	Delivery Location	Complied (Yes / No)
For DC Switches				
N7K-F248XT-25E=	Nexus 7000 F2-Series 48 Port 1/10GBase-T (RJ-45) Enhanced	2	Datacenter	
For additional ports in routers				
HWIC-2FE=	Two 10/100 routed port HWIC	4	Data Center	
HWIC-2FE=	Two 10/100 routed port HWIC	2	Disaster Recovery Site	
HWIC-2FE=	Two 10/100 routed port HWIC	2	Head Office	
Switches for HO				
WS-C2960X-24TS-L	Catalyst 2960-X 24 GigE, 4 x 1G SFP, LAN Base	2	Head Office	
CAB-IND-10A	10A Power cable for India	2		
PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	2		
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	2		
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	2		



Switches for Treasury Branch				
WS-C2960X-48TS-L	Catalyst 2960-X 48 GigE, 4 x 1G SFP, LAN Base	4	Treasury Branch	
CAB-IND-10A	10A Power cable for India	4		
PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	4		
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	4		
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	4		
Switches for HO				
WS-C2960X-48TS-L	Catalyst 2960-X 48 GigE, 4 x 1G SFP, LAN Base	2	Head Office	
CAB-IND-10A	10A Power cable for India	2		
PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	2		
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	2		
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	2		
Routers for Internet Connectivity				
ISR4431-SEC/K9	Cisco ISR 4431 Sec bundle w/SEC license	2	Datacenter	
SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	2		
PWR-4430-AC	AC Power Supply for Cisco ISR 4430	2		
PWR-4430-AC/2	AC Power Supply (Secondary PS) for Cisco ISR 4430	2		
CAB-ACSA	AC Power Cord (India, South Africa), C13, BS 546, 1.8m	4		
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	6		
MEM-4400-4G	4G DRAM (2G+2G) for Cisco ISR 4400	2		
MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	2		
MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	2		
SL-44-SEC-K9	Security License for Cisco ISR 4400 Series	2		
SISR4400UK9-316S	Cisco ISR 4400 Series IOS XE Universal	2		
GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	4		
Routers for Internet Connectivity				
ISR4431-SEC/K9	Cisco ISR 4431 Sec bundle w/SEC license	2	Disaster Recovery Site	
SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	2		
PWR-4430-AC	AC Power Supply for Cisco ISR 4430	2		
PWR-4430-AC/2	AC Power Supply (Secondary PS) for Cisco ISR 4430	2		
CAB-ACSA	AC Power Cord (India, South Africa), C13, BS 546, 1.8m	4		
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	6		
MEM-4400-4G	4G DRAM (2G+2G) for Cisco ISR 4400	2		



MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	2		
MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	2		
SL-44-SEC-K9	Security License for Cisco ISR 4400 Series	2		
SISR4400UK9-316S	Cisco ISR 4400 Series IOS XE Universal	2		
GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	4		
Switches for DC LAN to connect critical servers				
WS-C4507R+E	Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	2	Datacenter	
S45EUK9-S8-38E	CAT4500e SUP8e Universal Crypto Image	2		
C4500E-IPB	Paper IP Base License	2		
WS-X45-SUP8-E	Catalyst 4500 E-Series Supervisor 8-E	2		
SFP-10G-SR	10GBASE-SR SFP Module	8		
WS-X45-SUP8-E/2	Catalyst 4500 E-Series Redundant Supervisor 8-E	2		
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2		
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2		
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2		
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2		
WS-X4748-SFP-E	Catalyst 4500 E-Series 48-Port GE (SFP)	2		
GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	16		
GLC-SX-MMD	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	80		
PWR-C45-6000ACV	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE)	2		
CAB-SABS-C19-IND	SABS 164-1 to IEC-C19 India	8		
PWR-C45-6000ACV/2	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE)	2		

7.4 Financial Bid Evaluation

Technically qualified bidders alone will be intimated to participate in the Online reverse auction to identify L1 bidder for awarding contract. The comparison of prices among the vendors shall be between the total price quoted inclusive of all duties, levies, Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance charges but exclusive of taxes only of the goods & services offered etc.

8. Conditions of Contract

8.1. Definitions

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

- a) **"The Contract"** means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) **"The Contract Price"** means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
- c) **"The Goods"** means all of the equipment, machinery, and / or other materials which the supplier is required to supply to the purchaser under the contract;
- d) **"The Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, testing, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;
- e) **"The Purchaser"** means Indian Bank.
- f) **"The Supplier"** means the company supplying the Goods and Services under this Contract.
- g) **"The Project Site"**, where applicable, means the place of delivery of equipments.

8.2. Use of Contract Documents and Information

- a) The supplier 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 by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b) The Supplier 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.

8.3. Intellectual Property Rights

While the successful bidder/OEM shall retain the intellectual property rights, it is required that successful bidder shall grant the perpetual license to the bank for the bank's exclusive use without limitation on the number of users.

8.4. Performance Security

- a) Within 15 days from the date of issue of Purchase Order, the supplier shall furnish to the Purchaser the Performance Security equivalent to 10% of the contract amount (exclusive of taxes) in the form of a unconditional and irrevocable Bank Guarantee issued by a Scheduled Commercial Bank (other than Indian Bank) located in India, valid for sixty nine (69) months from the date of acceptance of purchase order (with further one (1) month of claim period), in the format under section 16.
- b) In the event of the Bidder being unable to service the contract for whatever reason, the bank would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever the bank under the contract in the matter, the proceeds of the PBG shall be payable to the bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- c) The bank shall also be entitled to make recoveries from the Bidder's Bills, Performance Bank Guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatements.
- d) The Performance Security will be discharged by the Purchaser and returned to the Supplier after expiry of claim period.
- e) In case of project getting delayed, Bank will seek extension of the Performance bank guarantee.



8.5. Inspections and Tests

- a) The Purchaser or its representative(s) shall have the right to inspect and / or test the Goods to confirm their conformity to the Contract specifications. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- b) Any charges payable to the Purchaser's representative designated for inspection shall be borne by the Purchaser.
- c) The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- d) Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements at no additional cost to the Purchaser.
- e) The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment.

8.6. Packaging

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.7. Delivery and Documents

Delivery of the goods and services shall be made by the Supplier in accordance with the terms specified in the schedule of requirements. Road permits will not be given / arranged by the purchaser. The supplier has to make his own arrangements to deliver the equipment at the site provided by Bank. The details of shipping and/or other documents to be furnished by the Supplier are as follows.

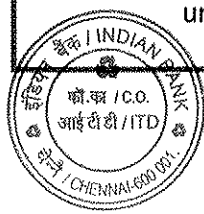
- a) Copy of the Supplier Invoice showing contract number, goods, description, quantity, unit price, total amount;
- b) Delivery Note, acknowledgement of receipt of goods from the Consignee;
- c) Manufacturer's / Supplier's Warranty Certificate;
- d) License Certificates.

8.8. Bankruptcy and Insolvency

The bank can terminate the contract if the bidder becomes bankrupt and/or loses the desired state of solvency with a notice of fifteen (15) days. The bank, in such cases of termination, will not be responsible for any loss or financial damage to the service provider resulted due to the termination. The bank will also, in such cases have the right to recover any pending dues by invoking the Performance Bank Guarantee or any such instrument available with the bank.

8.9. Comprehensive Onsite Warranty

- a) The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current model(s) and they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied



under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination (Undertaking of authenticity as per format in Section 22 should be provided).

- b) The supplier has to provide 1 year onsite comprehensive maintenance support under warranty, followed by 4 years of onsite comprehensive maintenance support under ATS/AMC with back to back OEM support, up to the entire contract period.
- c) Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.
- d) If the Supplier, having been notified, fails to remedy the defect(s), the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract as per the SLA.

8.10. Contract Period

The contract period will commence from the date of acceptance of the Purchase order and will be valid up to a period of Five years. The contract is extendable / renewable further at the option of the Bank on mutually agreed rates.

8.11. Change Orders

- a) The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following :
 - i. the method of shipment or packing;
 - ii. the place of delivery; and / or
 - iii. the Services to be provided by the Supplier;
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

8.12. Delays in the Supplier's Performance

- a) 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.
- b) 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, its 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.

8.13. Liquidated Damages

The supplier must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedules, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of the supplier's performance. In the event that the purchaser is forced to



levy charges as per section 8.23 and/or cancel an awarded contract (related to this RFP) due to the successful bidder's inability to meet the established delivery dates, the purchaser may take suitable penal actions deemed fit in addition to invocation of performance guarantee.

8.14. Termination for Default

- a) The Purchaser, without prejudice to any other remedy for breach of contract, by 15 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- i. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
 - or
 - ii. if the Supplier fails to perform any other obligation(s) under the Contract and fails to cure the same within the curing period provided by the purchaser in writing.
 - or
 - iii. if the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of 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 Purchaser, 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 Purchaser of the benefits of free and open competition.

- b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser 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 Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

8.15. Force Majeure

- a) The Supplier 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.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, Earth quake, fire, flood, tsunami, tempest, lightning, explosion, acts of God or public disorder, riots, embargoes, strikes, acts of military authority, epidemics, insurrections, civil commotion, war, revolutions, enemy actions, quarantine restrictions imposed by the Government or other Statutory Body.
- c) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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. In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the successful bidder shall hold performance in an endeavour to find a



solution to the problem. Notwithstanding the above, the decision of the Bank shall be final and binding on the successful Bidder.

- d) Force Majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the Terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract. Any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

8.16. Termination for Convenience

The Purchaser, by 30 days written notice sent to the Supplier, 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

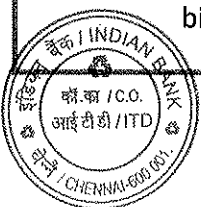
- a) to have any portion completed and delivered at the Contract terms and prices; and / or
- b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

8.17. Settlement of Disputes

- a) If any dispute or difference of any kind whatsoever shall arise between the purchaser 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 purchaser 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.
- 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) Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.

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 contract, 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 Arbitrator appointed subsequently, 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, both in cases of the Foreign Supplier as well as Indian Supplier, 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,
 - i. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - ii. the purchaser shall pay the supplier any monies due to the supplier.

8.18. Confidentiality

The Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract, or legal action against the Bidder for breach of trust. Successful bidder has to enter into Non-disclosure agreement (as per the format in Section 20) with the Bank.

8.19. Applicable Law

The Contract shall be interpreted in accordance with the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

8.20. Installation Requirements

The Supplier will install, configure and test all operations and accomplish all adjustments necessary for successful commissioning and continuous operation of the deliverables at all installation sites.

8.21. Maintenance

The Successful Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as prescribed in the clause no. 8.23 Also, the successful bidder agrees to maintain the entire deliverables supplied with a back to back arrangement with respective OEMs to ensure meeting the terms under clause no. 8.23. For any major break down such as crash, the successful bidder must arrange for immediate onsite support for recovery and resumption of operations. The re-installation, if required is the sole responsibility of the successful Bidder, which should be treated as service provided under Warranty. Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up



user training. During the contract period, all updates and upgrades should be free and must be implemented without any additional cost to the bank. All the software supplied must be maintained under back to back support from the respective OEMs and the versions installed must not be End of life / support. All software installed must be maintained with latest patches and fixes free from any known bugs, vulnerabilities, etc. Certificate for the same should be submitted half-yearly to the Bank by the successful bidder. During the contract period, all regulatory / statutory requirements/modifications to existing solution should be done without any additional cost to the Bank.

8.22. Sub Contracting

The supplier will not subcontract or delegate or permit anyone other than the suppliers' personnel to perform any of the work, service or other performance required of the supplier under this contract without the prior written consent of the Bank.

8.23. Service Level Agreement (SLA) and Operational Penalties

The supplier shall be required to sign Service Level Agreement (SLA) covering all terms and conditions of this tender and Purchase Order within fifteen (15) days from the date of issuing the purchase order.

SLAs for the Implementation Phase

If the successful bidder fails to meet the specified completion of schedule, the Solution Provider shall be liable to pay as liquidated damages at the rates specified below, for each completed calendar week of delay or part thereof, on the invoice price of the delayed goods.

Table 8.1

S.No	Measurement	Baseline *(T)	LD Applicable Period	Liquidated Damage
1	Delivery of goods, with one year warranty, within the period and at the location specified under the tender and/or contract	As per Project Plan	> T + every subsequent weeks	0.5 % of the invoice price of the delayed goods shall be the penalty for every week of delay or part thereof.
2	Installation, Configuration, testing, commissioning of the deliverables	As per Project Plan	> T + every subsequent weeks	0.5 % of the invoice price of the delayed goods shall be the penalty for every week of delay or part thereof.

"T" refers to the timelines as mentioned as part of Project Plan.



SLAs for the Warranty and Maintenance Phase

Table 8.2

S.No	Measurement	Definition	Target	Penalty
1	a) Response Time – within 4 hours b) Resolution Time – within 24 hours	“Response Time” , means time taken by Bidder to attend the problem onsite from the time of reporting the issue to the supplier. “Resolution Time” , means time taken by Bidder staff to troubleshoot and resolve the problem completely to make equipment running from the time of reporting the issue to the supplier.	100% problems to be responded and resolved within the timelines given in this table.	Rs.10,000/- per equipment per calendar day or part thereof after 24 Hours from reporting the issue to the supplier

- In case of shortfall in the uptime/ SLA, Bidder shall be penalized as per the SLA parameters specified in “SLA” section.
- Bidder agrees and considers that the liquidated damages set out herein above are fair and reasonable and that they shall raise no objection or dispute with regard to bank’s right to recover the liquidated damages.
- Liquidated Damage is not applicable for the reasons attributable to the bank and Force Majeure.
- Liquidated damages are capped to a total of 10% of the total contract amount.
- Penalties will be capped at the cost of the equipment at which the equipment was supplied.

The bank will have the rights to recover the liquidated damages, if any, from any amount payable to Bidder. Also, if the specifications of the tender or contract are not met by Bidder during various tests, Bidder shall rectify or replace the same to comply with the specifications immediately to ensure the committed uptime, failing which the bank has the sole right either to reject or to accept it finally by recovering the suitable amount as deemed reasonable by the bank. If the deduction on account of penalty / liquidated damages exceeds more than 10% of the total contract amount, the bank reserves the right to cancel the contract and forfeit the PBG.

8.24. Knowledge Transfer & Exit Management

8.24.1 Knowledge Transfer

- Knowledge Transfer is an integral part of the scope of work of Bidder. This will have to be done even in case the contract with Bidder ends or is terminated before the planned timelines.
- Bidder needs to include in the response, the Exit Management Plan at the end of the contract duration. The transition period shall span a minimum of three (3) months before the contract end date. The selected bidder shall ensure during the exit management the following:
 - Handover the existing infrastructure to the bank in running condition.
 - Have a minimum three (3) months overlap period of running the operations with the new bidder.
- At the end of the Contract period, Bidder will be required to provide necessary handholding and transition support to designated staff or any other Agency that is selected for maintaining the infrastructure post the Contract with Bidder. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for the



IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting training sessions etc.

8.24.2 Cooperation and Provision of Information

During the exit management period:

- i. The selected Bidder will allow the bank and/or its Nominated Agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the bank to assess the existing services being delivered.
- ii. Promptly on reasonable request by the bank, the selected Bidder shall provide access to and copies of all information, all content held or controlled by them which they have prepared or maintained in accordance with this contract relating to any material aspect of the services (provided by the selected bidder). The bank shall be entitled to copy of all such information, existing or being developed. Such information shall include details pertaining to the services rendered and other performance data etc.

8.24.3 Confidential Information

Selected Bidder will promptly on the commencement of the Exit Management Period supply to the bank and/or its nominated agency the following:

- i. Information relating to the current services rendered.
- ii. Documentation relating to the Project's Intellectual Property Rights.
- iii. All current and updated data as is reasonably required for purposes of the bank or its Nominated agencies transitioning the services to its replacement agency in a readily available format.
- iv. All other information (including but not limited to documents, content, records and agreements) relating to the services reasonably necessary to enable the bank or its nominated agencies, or its Replacement agency to carry out due diligence in order to transition the provision of the Services to the bank or its nominated agencies, or its Replacement agency (as the case may be).
- v. Before the expiry of the exit management period, Bidder shall deliver to the bank or its nominated agency all new or updated materials from the categories set out in the Plan and shall not retain any copies thereof, except that Bidder shall be permitted to retain one copy of such materials for archival purposes only.
- vi. Before the expiry of the Exit Management Period, unless otherwise provided under the contract, the bank or its nominated agency shall be delivered by the selected bidder all forms of confidential information, which is in the possession or control of bidder.

8.24.4 Transfer of Certain Agreements

On request by the bank or its nominated agency Bidder shall effect such assignments, transfers, licenses and sub-licenses as the bank may require in favour of the bank or in relation to any equipment lease, maintenance or service provision agreement between Bidder and third party lessors, bidders, and which are related to the services and reasonably necessary for the carrying out of replacement services by the bank or its nominated agency.

Bidder shall provide the perpetual licenses for all components (as applicable) and same shall be shared with the bank.



8.24.5 General Obligations of Bidder

- i. Bidder shall provide all such information as may reasonably be necessary to create a seamless handover in the circumstances to the bank or its nominated agency and which the bidder has in its possession or control at any time during the exit management period.
- ii. For the purposes of exit management schedule, anything in the possession or control of the bidder or associated entity is deemed to be in the possession or control of the bidder.
- iii. Bidder shall commit adequate resources to comply with its obligations under this Exit Management plan.

8.24.6 Exit Management

Bidder shall prepare an Exit Management Plan for transfer of operations to the bank and/or as may be advised by the bank in the event of termination or expiry of the contract with the bank, without affecting services to stakeholders adversely. Bidder shall get this process approved by the bank. The Plan shall include, but not be limited to, the following-

- i. Detailed Program of the Transfer Process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the Transfer Process or until the cessation of the services and of the management structure to be used during the transfer.
 - ii. Plans for the communication with such of Bidder's staff, OEM's and any related third party as are necessary to avoid any material detrimental impact on the bank's project operations as a result of undertaking the transfer.
 - iii. Plans for provision of contingent support to the bank and Replacement Agency for a reasonable period.
 - iv. Bidder shall draft and update the Exit Management Plan periodically thereafter to ensure that it is kept relevant and up to date.
 - v. Exit Management Plan shall be presented by bidder to the bank and approved by the bank or its Nominated Agencies.
 - vi. The Terms of Payment as stated in the Payment Schedule shall include the costs of the Agency complying with its obligations under the Exit Management Plan.
 - vii. During the Exit Management Period, Bidder shall use its best efforts to deliver the services.
 - viii. Payments during the Exit Management period shall be made in accordance with the Payment Schedule.
 - ix. The Exit Management plan shall be furnished in writing to the bank or it's Nominated Agencies within thirty (30) days from the date of issue of purchase order.
 - x. In case of exit due to termination prior to expiry of the contract for any reason whatsoever, the bidder shall pay liquidated damages to the bank to compensate for the various losses and reputation due to the delay. In such circumstances the bank shall not make any further payments and shall recover all amount paid to the bidder after levying ten (10) % interest.
- A. Upon completion of the contract period or upon termination of the contract for any reasons, the bidder shall comply with the following:
- i. Notify to the bank forthwith the particulars of all Project Assets.
 - ii. Deliver forthwith actual or constructive possession of the Project free and clear of all encumbrances and execute such deeds, writings and documents as may be required by the bank, for fully and effectively divesting the bidder of all of the rights, title and interest of the Bidder in the Project and conveying the Project.



- B. Subject to clause (A) above, upon completion of the contract period or upon termination of the contract, the Bidder shall comply and conform to the following Divestment Requirements in respect of the project:
- All project assets including the hardware, software, content, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the project is compliant with the specifications and standards set forth in the RFP, contract and any other amendments made during the contract period.
 - The Bidder delivers relevant records and reports pertaining to the project and its operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment date.
 - The Bidder executes such deeds of conveyance, documents and other writings as the bank may reasonably require conveying, divesting and assigning all the rights, title and interest of the bidder in the project free from all encumbrances absolutely and freeing of any charge or tax to the bank, or its nominee.
 - The Bidder complies with all other requirements as may be prescribed under applicable laws to complete the divestment and assignment of all the rights, title and interest of the Bidder in the project free from all encumbrances absolutely and free of any charge or tax to the bank or its nominee.
- C. Not earlier than three (3) months before the expiry of the contract period but not later than thirty (30) days before such expiry, or in the event of earlier termination of the contract, immediately upon but not later than fifteen (15) days from the date of issue of Termination Notice, the Independent Consultant as nominated by the bank shall verify, in the presence of a representative of the Bidder, compliance by the Bidder with the Divestment Requirements set forth in relation to the project and, if required, cause appropriate tests to be carried out at the Bidder's cost for determining the compliance therewith. If either party finds any shortcomings in the Divestment Requirements, it shall notify the other of the same and the Bidder shall rectify the same at its cost.
- D. Upon the Bidder conforming to all Divestment Requirements and handing over actual or constructive possession of the project to the bank or a person nominated by the bank in this regard, the bank shall issue a certificate substantially in the form set forth, which will have the effect of constituting evidence of divestment of all rights, title and lien in the project by the Bidder and their vesting in project pursuant hereto. The bank shall not unreasonably withhold issue of such certificate. The divestment of all rights, title and lien in the project shall be deemed to be complete on the date when all the Divestment Requirements have been fulfilled or the Certificate has been issued, whichever is earlier, it being expressly agreed that any defect or deficiency in any Divestment Requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by the bank or its nominee on or in respect of the project on the footing as if all Divestment Requirements have been complied with by the concessionaire. Bidder shall ensure transfer, of all required products and licenses utilized, to the bank. At the end of the contract period or upon termination of contract, bidder is required to provide necessary handholding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of the bank. Bidder shall certify the data destruction to the bank as per stipulations and shall ensure that the data cannot be forensically recovered. Bidder shall have the responsibility to support and assist the bank till the bank is able to successfully deploy and access the services from the new environment. During the Exit/Transition management process, it is the responsibility of the Bidder to address and rectify the problems with respect to the configuration and infrastructure including installation/reinstallation of the system software etc. The ownership of the data generated



upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with the bank. During the contract period, the bidder shall ensure that all the documentation required by the bank for smooth transition including configuration documents are kept up to date and all such documentation is handed over to the bank during the exit management process.

8.25. Indemnity

The successful bidder will fully indemnify the Bank, it's successors, assignees and administrators against all actions, claims, losses, causes, damages, expenses, suits, and any other proceedings for causes attributable to the successful bidder. The successful bidder shall also indemnify the Purchaser against all third-party claims of infringement of Intellectual Property Rights, patent, trademark or industrial design rights arising from use of the Goods or any part thereof without any limitation.

8.26. Limitation of Liability

The supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply for

- i. The penalty or fine which the Government(s) or the regulator(s) may impose / charge to the Bank for the failure of the successful bidder's services.
- ii. Any third party claims for
 - a) Intellectual Property Rights Infringement indemnity
 - b) Bodily injury (including Death) and damage to real property and tangible property caused by bidder's gross negligence

For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the vendor that gave rise to claim, under this tender.

8.27. Integrity Pact

Bidders should submit Integrity Pact (IP) (as per format under section 21) along with the bid. 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. IP should cover all phases of the contract.

8.28. Deemed Acceptance

The successful bidder will provide notice to Bank when the Deliverables are ready for acceptance. Acceptance of Deliverables will occur upon the date successful bidder demonstrates to Bank, by the successful completion of acceptance tests that the Deliverables substantially conform to the criteria mentioned in Table 7.1 of this tender. Acceptance will not be delayed for any reason (s) other than non-conformance with the requirements specified in the terms of Contract and this tender. The acceptance test results will be declared by Bank within a maximum of 15 (fifteen) days from the completion of acceptance tests. In case the 15 (fifteen) days period after completion of acceptance tests has elapsed without the acceptance test results being declared, then the deliverables or the portion thereof, subject to acceptance testing would be deemed accepted. In the event that any Deliverable fails to confirm to the agreed acceptance criteria, successful bidder will have a reasonable time to remedy such non-conformance by either repair or replacement of the Deliverable, following successful bidder's receipt of written notice from Bank specifying in reasonable detail the nature of such non-conformance.

8.29. Transfer of Ownership/Title

The successful bidder shall pass the title of ownership of the goods supplied under this Contract to Indian Bank on delivery of the material at the location(s) specified by bank.



8.30. Technical Documentation

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the hardware/software supplied. The language of the documentation should be English.

8.31. Other Penalty Conditions

Actual loss on account of non-detection of fraud as per scenarios defined by the Bank or loss incurred by the Bank on account of goods malfunction or bugs must be reimbursed to Bank by the successful bidder. The replacement of the respective goods, software etc. is at the bidder's own cost for solving the errors. Such penalty shall be adjusted as maintenance credit against the amount payable by the Bank to the successful bidder. In case the penalty crosses amount payable, bank reserves the right to invoke the performance guarantee and/or cancel the contract and black list the vendor. However the vendor's aggregate liability under the contract, including all the penalties will be limited to a maximum of the contract value, but this limit shall not apply to

- i. The penalty or fine which the Government(s) or the regulator(s) may impose / charge to the Bank for the failure of the successful bidder's services.
- ii. Any third party claims for
 - c) Intellectual Property Rights Infringement indemnity
 - d) Bodily injury (including Death) and damage to real property and tangible property caused by bidder's gross negligence

For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the vendor that gave rise to claim, under this tender.

8.32. Monitoring, Inspection & Audit

Compliance with security best practices may be monitored by periodic computer security audits/Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access and facilitate the audits. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank. Reserve Bank of India or persons authorized by it shall access the records, of the successful bidder, related to the contract and cause inspection.

8.33. Licenses

The successful bidder has to provide necessary perpetual enterprise licenses for all deliverable and related software. The Bidder shall furnish all the software licenses in the light of Bank's requirement for unlimited period and unlimited usages. The licensing policy must be provided to support the licensing model & actual licenses supplied to the Bank.

8.34. Failure to Agree with the Terms & Conditions of the RFP

Failure of the Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the Award of Contract, in which event the contract may be awarded to the next most responsive Bidder.

8.35. Fraud and Corruption

The bank requires that the Bidders engaged through this process must observe the highest Standards of Ethics during the performance and execution of the Awarded Project(s). The following terms apply in this context:



The bank will reject the response of the bidder, if the bidder has been determined by the bank to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

- a) "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of the bank or any personnel during the tenure of project.
- b) "**Fraudulent practice**" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the bank, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive the bank of the benefits of free and open competition.
- c) "**Unfair trade practices**" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- d) "**Coercive practices**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- e) "**Collusive practices**" means a scheme/arrangement between two or more applicants with/without the knowledge of the bank, designed to establish prices at artificial, non-competitive levels. The bank will reject an application for award of contract, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project.

8.36. Binding Clause

All decisions taken by the bank regarding this Contract shall be final and binding on all concerned parties.

8.37. Bidder's Obligations

- a) The Bidder is obliged to work closely with the bank's staff, act within its own authority and abide by directives issued by the bank so as to achieve the targets in conformity with overall scope of work.
- b) The Bidder will abide by the job safety measures prevalent in India and will free the bank from all demands or responsibilities arising from accidents or loss of life the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the bank responsible or obligated.
- c) The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanor.
- d) The Bidder must comply with statutory requirements for the personnel employed as part of the team and remit timely statutory payments like EPF, ESIC etc.

8.38. Working Hours/Days

In case of certain important and time bound pressing assignment; the bidder's officials/resources may be required to work extra hours on weekdays and/or may be on holidays and for which no additional compensation shall be payable by the bank.

8.39. Approval / Clearances

All the necessary approvals/ clearances from concerned authorities (such as Government duties, tax etc) required for discharging services by the Bidder shall be obtained by the Bidder.

8.40. Payment Terms

Payments based on deliverables of the contract are as below:



All the payments shall be made by the bank to the Bidder except as otherwise provided in the RFP after deducting all taxes including TDS, as per laid down provisions from time to time. All the payment shall be in Indian Rupees (₹). The detailed payment terms are given below.

The bank will release the payment after receiving the invoice on completion of the phase/period to the satisfaction of the bank after deduction of charges, if any, such as penalties, liquidated damages as per "SERVICE LEVEL AGREEMENT" etc. Payments will be made to the supplier within thirty (30) days of submission of invoices as per the bank's norms. No advance payments will be made. Further, it may be noted that the mentioned criteria is only for the purpose of effecting agreed price payment. The selected Bidder shall cover the entire scope including deliverables mentioned in the RFP.

Payment Terms for implementation

Table 8.3

S.No.	Description	Deliverables	Terms of Payment
1	Delivery of <u>all</u> goods, with one year warranty, within the period and at the location specified under the tender and/or contract	Delivery of <u>all</u> goods with one year warranty	80% of implementation cost of <u>all</u> the deliverables with one year warranty
2	Installation, Configuration, testing, successful commissioning of <u>all</u> the deliverables	Configuration, Acceptance Test results for <u>all</u> deliverables, delivery of Business Continuity plan, System maintenance plan, Exit management plan, Security policy documents	20% of implementation cost of <u>all</u> the deliverables with one year warranty

The Bidders are expected to examine all instructions, forms, terms, the bank's project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the proposal.

- The following general clauses and conditions shall apply to contracts placed by the bank so far as not stated otherwise in the relevant contract. Furthermore, specific clauses and conditions may be set out or invoked in a contract and its annexes.
- The bank shall have the right to check the technical performance of the contract, and for this purpose, and for the general purpose of collaboration, they shall nominate a representative.
- Bidder is expected to provide a breakup of implementation Cost including operational expenditure under warranty period and AMC/ATS charges in their financial proposal.
- Implementation Cost includes the deliverables, licenses, setting up costs, operational expenditure during warranty period and payment will be made only after the delivery of all deliverables.
- Payments for AMC/ATS and other maintenance costs shall be paid yearly in advance on submission of invoice and documentary proof of renewal from OEM.
- The payments shall be based on the adherence to the SLAs.
- The payments to the bidder will be made on acceptance of the invoice by the bank. After acceptance of the invoice along with the supporting documents, the invoice would be processed for release of payment within 30 days after due verification of the invoice & other supporting documents by the bank.
- All the deliverables would be certified by bank's officials.
- Payments shall be subject to any deductions (such as TDS, penalties, liquidated damages as per SLA, etc.) of any amount, for which the supplier is liable under the contract against this RFP.



- j) The successful Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the bank.
- k) The bank shall have the right to withhold any payment due to the successful bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of bank.

8.41. Miscellaneous Terms & Conditions

The Bidders must individually submit their Technical and Financial Offers. Consortium is not allowed. The end product of the work assignment carried out by the selected Bidder, in any form, will be the sole property of the bank. The selected Bidder shall not outsource the work to any other Associate / Franchisee / Third party under any circumstances without the prior written approval of the bank. The selected Bidder shall perform the services and carry out its obligations with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional training / consulting standard recognized by National / International Professional Bodies and shall observe sound management practice. It shall deploy appropriate advanced technology and safe and effective methods. The selected Bidder automatically agrees with the bank for honoring all aspects of Fair Trade Practices in executing the work orders placed by the bank. The selected Bidder shall take all the necessary permissions required from various Government bodies, and other entities wherever required to carry out the work. In the event the selected Bidder or the concerned division of the company is taken over / bought over by another company, all the obligations under the contract with the bank, should be passed on for compliance to the new company/ new division in the negotiations for their transfer. All the cost and charges in the Bid should be expressed in Indian rupees (₹) without any dependence on exchange rate, duty or tax structure. The Financial Bid quoted by the bidder must be inclusive of all type of expenses excluding any type of tax etc. No additional amount will be paid in excess to the quoted price.

8.42. Employees' Provident Funds and Miscellaneous Provisions 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 Employees' Provident Funds and Miscellaneous Provisions Act, 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

8.43. Insurance

The goods supplied under the Contract shall be fully insured by the bidder against loss or damage incidental to transportation, storage and erection from the date of shipment till such time it is installed at the Bank's site. 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 100 percent of the invoice value under Storage cum Erection policy for at least three months from the date of delivery at the Bank's site. Any damage happen to the equipment (Routers, Switches and network 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 (Routers, Switches and network equipments) immediately even without recourse to the insurance. The supplier has to submit Certificates of the "Comprehensive Insurance Cover" to the purchaser for verification/examination and records. The successful bidder shall take the insurance cover from IRDAI recognized insurance company only.



9. Bid Form (To be furnished by the Bidder)

FORM OF BID

Date: _____

To,

The Assistant General Manager
Information Technology Department
Indian Bank Head Office,
66, Rajaji Salai,
Chennai- 600001, India.

Sub: Request for Proposal (RFP) for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments

Ref: Bid Document No. CO:ITD:PG:679:2016-17 dated 06-February-2017.

Having examined the Bidding Documents including the following addendum/corrigendum/clarification/amendment,

S.No.	Addendum/Corrigendum/Clarification/Amendment	Dated

the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments in conformity with the said bidding documents. We undertake, if our bid is accepted, to deliver the goods in accordance with the Project Timeline and Schedule of delivery specified in the Scope of the Project. If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 10% percent 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, Bank Guarantee towards Earnest Money Deposit, 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. 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 undertake to Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments. We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

<<Note: Table 7.1 of this RFP document has to be reproduced here in place of this line>>

Dated thisday of 201.....

.....

Signature

.....

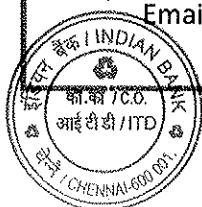
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

Mobile:

Email:



10. Bidder's Profile

S.No.	Particulars	To be furnished by the Bidder
1	Name and address of the Bidder	
2	Year of establishment	
3	Constitution of the bidder	
4	Telephone Number	
5	Fax Number	
6	E-mail ID	
7	Name and designation of the personnel authorized to submit bids on behalf of the Bidder and can make commitments to the Bank (Copy of Power of Attorney / resolution authorizing the official for signing the Bid to be submitted)	
8	His/her telephone number Mobile number e-mail address	
9	Name and designation of the personnel authorized to take decisions on behalf of the Bidder and can make commitments to the Bank	
10	His/her Telephone number Mobile number e-mail address	
11	Name and designation of the personnel authorized to enter into contract on behalf of the Bidder and can make commitments to the Bank (Copy of Power of Attorney / resolution authorizing the official for signing the contract to be submitted)	
12	His/her telephone number Mobile number e-mail address	
13	Profile of key personnel involved in the Project with their CVs (Information in respect of skill and expertise specifying technical knowledge/solutions should be	



	mentioned) Service/support for similar project assignment by the personnel Track record	
14	Details of having supplied and supporting minimum 2 numbers of Chassis based switches in single order during last three years (ending 31.12.2016) to Banks/Financial Institutions/ Government Organizations in India by the OEM:	
	Name of the organization	
	Location of Head Office	
	No. of branches/sites under coverage	
	Specific area of involvement	
	Functionalities implemented	
	Start Date of the Project	
	Date of go live	
	Present Status of the Project	
15	Details of having supplied and supporting minimum 2 numbers of Chassis based switches in single order during last three years (ending 31.12.2016) to Banks/Financial Institutions/ Government Organizations in India by the bidder:	
	Name of the organization	
	Location of Head Office	
	No. of branches/sites under coverage	
	Specific area of involvement	
	Functionalities implemented	
	Start Date of the Project	
	Date of go live	
	Present Status of the Project	
16	Details of the Team proposed (along with their previous experience in implementation/operations) for the project implementation in Indian Bank	
17	Details of Bid Fee submitted	



18	Details of EMD submitted	
19	Turnover for the year 2013-14 (Rs Crores)	
20	Turnover for the year 2014-15 (Rs Crores)	
21	Turnover for the year 2015-16 (Rs Crores)	

(In case of any proof which is not identifiable, the decision of the Bank would be considered final and binding upon the bidders)



11. Self Declaration – Blacklisting

To,

The Assistant General Manager
Information Technology Department
Indian Bank Head Office,
66, Rajaji Salai,
Chennai- 600001,
India.

Dear Sir,

Sub: Request for Proposal (RFP) for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments

Ref: Bid Document No. CO:ITD:PG:679:2016-17 dated 06-February-2017.

We hereby certify that, we have not been blacklisted/debarred/suspended/banned by any Ministry/Department of State or Central Government/PSU/Banks currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



12. Bid Security Form

Whereas..... (Hereinafter called "the Bidder") who intends to submit bid for the supply of..... (Name and/or description of the goods) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ (Name of the 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 Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 201 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - b) increases his quoted prices during the period of Bid validity or its extended period, if any; or
 - c) does not accept the correction of errors in accordance with the Instructions to Bidders; or
 - d) if any information is found to be wrong/ manipulated/ hidden in the Bid; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to execute the Contract Form for any reason not attributable to the bank; or
 - b) fails or refuses to furnish the Performance Bank Guarantee within specified time, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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 and any demand in respect thereof should reach the Bank not later than _____.

(Signature of the Authorised Official of Bank)

NOTE:

1. The bidder should ensure that the seal and Code No. of the signatory is put by the banker, 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.



13. Covering Letter

Ref. No:

To,

The Assistant General Manager
Information Technology Department
Indian Bank Head Office,
66, Rajaji Salai,
Chennai- 600001,
India.

Dear Sir/Madam,

Sub: Request for Proposal (RFP) for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments

Ref: Bid Document No. CO:ITD:PG:679:2016-17 dated 06-February-2017.

Having examined the RFP including all annexures, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver the equipments and services including installations, testing, commissioning, warranty and maintenance support in conformity with the said RFP. We undertake, if our bid is accepted, to deliver the goods and services in accordance with the delivery schedule and location specified in schedule of requirement. We confirm and acknowledge having received the following addendum/corrigendum/clarification/amendments to the bid document:

S.No.	Addendum/Corrigendum/Clarification/Amendment	Dated

We agree to abide by this bid for the period of 90 days from the last date for submission of bid. We understand that Indian Bank is not bound to accept the offer and that Indian Bank has the right to reject the offer without assigning any reasons whatsoever. Until the successful bidder is identified, this bid shall remain binding upon us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Dated this _____ day of _____ 201____.

(Signature) (In the Capacity of)

Duly authorized to sign bid for and on behalf of

(Name & Address of Bidder) _____



14. Acceptance Letter to be Given by the Bidder

To,
Assistant General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600014

Dear Sir/Madam,

Sub: Acceptance of the Terms and Conditions and Confirmation of the Offer.

Ref: Indian Bank Tender No. CO:ITD:PG:679:2016-17 dated 06-February-2017. (Request for Proposal (RFP) for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments)

The details submitted in the format above are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, Indian Bank has the right to summarily reject the proposal and disqualify us from the process.

We hereby acknowledge and confirm having accepted; bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the tender and related documents, in short listing of bidders for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments.

We also confirm that we have noted the contents of the RFP including various documents forming part of it and have ensured that there is no deviation in submitting our offer in response to the tender. The Bank will have the option to disqualify us in case of any such deviations.

We also confirm that we will abide by the Terms & Conditions mentioned in the Tender Document in full and without any deviation.

Place:

Date:

Seal & Signature of the Bidder



15. Format for Satisfactory Performance Letter

Ref. No:

To,
Assistant General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600014

Dear Sir/Madam,

Sub: Reference for having supplied and supporting minimum two (2) numbers of chassis based switches in single order during last three years (ending 31.12.2016)

Ref: Indian Bank Tender No. CO:ITD:PG:679:2016-17 dated 06-February-2017. (Request for Proposal (RFP) for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments)

This is to certify that M/s _____ has supplied and supporting
(in words and figures) _____ numbers of chassis based switches in single purchase order during last
three years (ending 31.12.2016). The implementation started on _____
and completed on _____ / under progress.

(Authorized Signatory)

Name of the official:

Name & Address of Bank: _____



16. Performance Security Form

Bank Guarantee No.

Date:

To:

INDIAN BANK, CHENNAI, INDIA.

WHEREAS _____ (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. _____ dated, _____ to Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments (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 recognised 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 deliverables 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 the _____ day of _____ 201_____

Signature of Authorised Official with Seal

Date _____ 201_____

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 a Scheduled Commercial Bank (other than Indian Bank) located in India and shall be on a Non-Judicial Stamp Paper of requisite value.
3. Please note that guarantee to be valid for sixty nine (69) months with further one (1) month of claim period from the date of acceptance of Purchase Order as per Clause 8.4 (Performance Security) of condition of contract.



17. Manufacturer's Authorization Form

Note: This authorization letter should be printed on the letterhead of all the Original Equipment Manufacturers (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

RFP: Reference No.

Date:

To,
Assistant General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai – 600014

Dear Sir/Madam,

Sub: Request for Proposal (RFP) for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments

Ref: Bid Document No. CO:ITD:PG:679:2016-17 dated 06-February-2017.

We are established and reputable manufacturers/producers of

_____ having factories/ development facilities at _____

_____ (address of factory/ facility) do

hereby authorize M/s _____ (Name and address of the bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend full warranty for our goods, products and services offered by the above firm against this Bid Invitation throughout the contract period. We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

We further certify that, in case the Authorized Partner is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through authorized alternate & acceptable service provider.

Yours faithfully,

(Signature)

Name of Authorized Signatory:

Designation:

Date:

Name and address of the manufacturer:

Company Seal:

Note: This letter of authority should be on the letterhead of the Manufacturer.



18. Contract Form

THIS AGREEMENT made the _____ day of _____ 201_ Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014 (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. _____ dated _____ 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.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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:.....



19. Proforma of Installation Certificate for Issue by the Bank after Completion of the Project

Date:

Sub: Certificate of completion of implementation the Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments

Ref: Purchase Order No.

1. This is to certify that the Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments as detailed below has/have been implemented successfully covering delivery of all the deliverables (subject to remarks in Para No. 2). The same has been installed and commissioned.

- a) Contract No. _____ dated _____
- b) Description _____
- c) Deliverables _____
- d) Date of Initiation _____
- e) Date of commissioning and proving test _____

2. Details of deliverables not yet supplied and recoveries to be made on that account:

S.No.	Description	Amount to be recovered
-------	-------------	------------------------

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

4. The supplier has fulfilled its contractual obligations satisfactorily for the project*

or

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

- (a)
- (b)

Signature _____

Name _____

Designation with date and stamp _____

*Explanatory notes for filling up the certificates:

- a) The Supplier has adhered to the time schedule specified for the phase in the contract in dispatching the documents pursuant to Technical Specifications.
- b) The Supplier has supervised the commissioning of the deliverables in time i.e. within the period specified in the contract from the date of initiation of phase in respect of the installation and completion of respective phase.
- c) In the event of documents having not been supplied or installation and commissioning of the phase have been delayed on account of the supplier, the extent of delay should always be mentioned.



20. Non Disclosure Agreement

Non Disclosure Agreement

This Agreement made at _____, on this ____ day of _____ 2016.

BETWEEN

_____ a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600014 (hereinafter referred to as "**IB**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

And are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties entered to a contract and established business relationship between them. In the course of such business relationship, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Purpose**").

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 of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose. Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show:

- a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
- b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it, from the Disclosing Party,
- c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or



- d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Use of Confidential Information:

- a) 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.
- b) The bidder 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 its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.
- c) The bidder shall not 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.

3. Non-disclosure:

The Receiving Party shall not commercially use or disclose 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 have 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 a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. 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. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

4. Publications:

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this 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.

5. Term:

This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and 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, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

6. 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 now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

7. 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, abstract, extracts, samples, notes 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.

8. 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.

9. Entire Agreement, Amendment, Assignment:

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

10. Governing Law and Jurisdiction:

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai.

11. General:

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential



Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

12. Indemnity:

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.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of

Name of Authorized signatory:

Designation:



21. Integrity Pact

INTEGRITY PACT

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 _____. 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.

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.

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.

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) accepts 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.



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) 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.
- (4) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- (5) 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)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____



22. Undertaking of Authenticity

Sub: Request for Proposal (RFP) for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments

Ref: Bid Document No. CO:ITD:PG:679:2016-17 dated 06-February-2017.

This has reference to Goods and Services being quoted to Indian Bank vide our Quotation No. _____
Dated _____

We hereby undertake that all the components/parts/assembly/software used in the products shall be original new components/parts/assembly/software from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/assembly/software are being used or shall be used.

We also undertake that in respect of licenses asked by Indian Bank in the purchase order shall be supplied along with the authorised license certificate and also that it shall be sourced from the authorised source. Should Indian Bank require, we shall produce certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the servers and other supplies already billed, we agree to take back the products and other supplies if already supplied and return the money if any paid to us by Indian Bank in this regard and our EMD/performance bank guarantee get forfeited.

We also take full responsibility of both Parts & Service SLA as per the content even if there is any defect.

Authorised Signatory

Name:

Designation:

Place:

Date:

PS: (The above declaration has to be given by the company secretary duly Signed on the Letter Head of the Company)



23. Declaration to be Submitted by the Bidder on Confidentiality

Note: The bidder has to submit the following declaration as part of Service level agreement (in their letter head).

RFP: Reference No.

Date:

To,
Assistant General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai – 600014

Dear Sir/Madam,

Sub: Request for Proposal (RFP) for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments

Ref: Bid Document No. CO:ITD:PG:679:2016-17 dated 06-February-2017.

As part of the agreement under the above reference, we hereby agree that:

- 1) Reserve Bank of India or persons authorized by it shall access the records of Bank and M/s _____ (successful bidder) related to the agreement referred above and cause inspection.
- 2) We (successful bidder) shall maintain confidentiality of customer information and will not disclose any confidential information including customer information even after completion of the contract.
- 3) We (successful bidder) shall obtain prior approval of the bank for use of sub-contractors for outsourced activity etc. Prior approval of the bank shall be obtained for any change proposed in any sub-contractors.
- 4) We (successful bidder) shall isolate and clearly identify the Indian Bank's customers' information, documents, records and assets to protect the confidentiality of the information, while acting as an outsourcing agent for multiple clients.

Yours faithfully,

(Signature)

Name of Authorized Signatory:

Designation:

Date

Company Seal



24. Format for Pre-Bid Queries

The pre-bid queries have to be produced only in the format provided below and deviations if any would result in the rejection of such queries.

[illegible]

25. Financial Proposal Covering Letter

RFP: Reference No.

Date:

To,

Assistant General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai – 600014

Dear Sir/Madam,

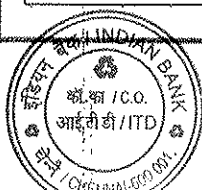
Sub: Request for Proposal (RFP) for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments

Ref: Bid Document No. CO:ITD:PG:679:2016-17 dated 06-February-2017.

We, the undersigned, offer to provide the services for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments in accordance with your RFP No. CO:ITD:PG:679:2016-17 dated 06-February-2017.

Our Financial Proposal is submitted as per the instructions given in the RFP document. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal. The following is the breakup of our financial proposal, exclusive of taxes and inclusive of all duties, levies etc., covering Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments.

Part Code	Part Description	Quantity (Q)	Unit Price (P) (₹)	Cost (Q x P) (₹)
For DC Switches				
N7K-F248XT-25E=	Nexus 7000 F2-Series 48 Port 1/10GBase-T (RJ-45) Enhanced	2		
For additional ports in routers				
HWIC-2FE=	Two 10/100 routed port HWIC	8		
Switches for HO				
WS-C2960X-24TS-L	Catalyst 2960-X 24 GigE, 4 x 1G SFP, LAN Base	2		
CAB-IND-10A	10A Power cable for India	2		
PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	2		
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	2		
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	2		
Switches for Treasury Branch & HO				
WS-C2960X-48TS-L	Catalyst 2960-X 48 GigE, 4 x 1G SFP, LAN Base	6		
CAB-IND-10A	10A Power cable for India	6		
PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	6		
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	6		
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	6		
Routers for Internet Connectivity for DC & DR				
ISR4431-SEC/K9	Cisco ISR 4431 Sec bundle w/SEC license	4		
SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	4		
PWR-4430-AC	AC Power Supply for Cisco ISR 4430	4		
PWR-4430-AC/2	AC Power Supply (Secondary PS) for Cisco ISR 4430	4		
CAB-ACSA	AC Power Cord (India, South Africa), C13, BS 546, 1.8m	8		
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	12		
MEM-4400-4G	4G DRAM (2G+2G) for Cisco ISR 4400	4		
MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	4		



MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	4		
SL-44-SEC-K9	Security License for Cisco ISR 4400 Series	4		
SISR4400UK9-316S	Cisco ISR 4400 Series IOS XE Universal	4		
GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	8		
Switches for DC LAN to connect critical servers				
WS-C4507R+E	Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	2		
S45EUK9-S8-38E	CAT4500e SUP8e Universal Crypto Image	2		
C4500E-IPB	Paper IP Base License	2		
WS-X45-SUP8-E	Catalyst 4500 E-Series Supervisor 8-E	2		
SFP-10G-SR	10GBASE-SR SFP Module	8		
WS-X45-SUP8-E/2	Catalyst 4500 E-Series Redundant Supervisor 8-E	2		
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2		
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2		
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2		
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2		
WS-X4748-SFP-E	Catalyst 4500 E-Series 48-Port GE (SFP)	2		
GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	16		
GLC-SX-MMD	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	80		
PWR-C45-6000ACV	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE)	2		
CAB-SABS-C19-IND	SABS 164-1 to IEC-C19 India	8		
PWR-C45-6000ACV/2	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE)	2		
Total Price of Goods and Perpetual Licenses (A)				
Item				Cost (₹)
Operational Expenditure during warranty period for 1st year (B1)				
Any other component during warranty period for 1st year (B2) - Please specify				
Total Implementation Cost (C) = (A) + (B1) + (B2)				

Annual Maintenance Charges/Annual Technical Support

Part Code	Part Description	Quantity	2 nd year (₹) (D1)	3 rd year (₹) (E1)	4 th year (₹) (F1)	5 th year (₹) (G1)
For DC Switches						
N7K-F248XT-25E=	Nexus 7000 F2-Series 48 Port 1/10GBase-T (RJ-45) Enhanced	2				
For additional ports in routers						
HWIC-2FE=	Two 10/100 routed port HWIC	8				
Switches for HO						
WS-C2960X-24TS-L	Catalyst 2960-X 24 GigE, 4 x 1G SFP, LAN Base	2				
CAB-IND-10A	10A Power cable for India	2				
PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	2				
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	2				
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	2				
Switches for Treasury Branch & HO						
WS-C2960X-48TS-L	Catalyst 2960-X 48 GigE, 4 x 1G SFP, LAN Base	6				
CAB-IND-10A	10A Power cable for India	6				
PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	6				



C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	6				
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	6				
Routers for Internet Connectivity for DC & DR						
ISR4431-SEC/K9	Cisco ISR 4431 Sec bundle w/SEC license	4				
SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	4				
PWR-4430-AC	AC Power Supply for Cisco ISR 4430	4				
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CAB-ACSA	AC Power Cord (India, South Africa), C13, BS 546, 1.8m	8				
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MEM-4400-4G	4G DRAM (2G+2G) for Cisco ISR 4400	4				
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MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	4				
SL-44-SEC-K9	Security License for Cisco ISR 4400 Series	4				
SISR4400UK9-316S	Cisco ISR 4400 Series IOS XE Universal	4				
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C4500E-IPB	Paper IP Base License	2				
WS-X45-SUP8-E	Catalyst 4500 E-Series Supervisor 8-E	2				
SFP-10G-SR	10GBASE-SR SFP Module	8				
WS-X45-SUP8-E/2	Catalyst 4500 E-Series Redundant Supervisor 8-E	2				
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2				
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2				
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2				
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-Port 10/100/1000 Non-Blocking	2				
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GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	16				
GLC-SX-MMD	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	80				
PWR-C45-6000ACV	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE)	2				
CAB-SABS-C19-IND	SABS 164-1 to IEC-C19 India	8				
PWR-C45-6000ACV/2	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE)	2				
Any other component- Please specify						
Total						



Item	Cost (₹)
AMC for 2 nd year (D) = Total of D1	
AMC for 3 rd year (E) = Total of E1	
AMC for 4 th year (F) = Total of F1	
AMC for 5 th year (G) = Total of G1	
Any other component (H) - Please specify	
Total Cost of the Project (I) = (C) + (D) + (E) + (F) + (G) + (H)	

We understand you are not bound to accept any Proposal you receive. We also confirm that the financial proposal is quoted in Indian Rupees (₹).

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:



26. Check List

The checklist given below should be filled in entirety and submitted along with the bid documents. The soft copy file names, section and page numbers mentioned here should match the soft copies provided. The requirements should be addressed in a granular manner and section numbers mentioned should be specific for each requirement. The soft copy files should be categorized into folders having names "5.2", "6.6" (depending on "Section No. in RFP" column in the table below) and "others" for all other line items.

Section No. in RFP	S.No	Page No. in RFP	Documents Required	Required
5.2	1	14	Certificate of Registration/Incorporation, PAN, VAT/Sales tax, Service Tax Registration	Specify Soft copy File name. All documents should be clubbed and submitted as one PDF file.
5.2	2	14	Certificate by Chartered Accountant or Statutory Auditor citing the profit	Specify Soft copy File name
5.2	3	14	Certificate by Chartered Accountant or Statutory Auditor citing the turnover	Specify Soft copy File name
5.2	4	14	Manufacturer's Authorization Form in the format under section 17	Specify Soft copy File name
5.2	5	14	PO and Satisfactory Letter in the format under section 15	Specify Soft copy File name
5.2	6	14	Company background, history etc.	Specify Soft copy File name
5.2	7	14	Self Declaration for not being blacklisted/debarred/suspended/banned	Specify Soft copy File name
6.6	IV	16	Profile of the bidder as per format in Section 10	Specify Soft copy File name
6.6	III & VIII	16	Background of the system integrator / bidder, necessary documentation in support of corporate structure, founder and related history of the Bidder Company, ownership structure, and number of years in business and relevant business lines, specific certifications	Specify Soft copy File name
6.6	V	16	Details of all OEMs and a brief write up on partnership of bidder with OEMs	Specify Soft copy File name
6.6	VII & XXIII	16	Acceptance Letter as per the format in Section 14	Specify Soft copy File name
6.6	X	16	Bid Fee – Demand Draft (DD)	Soft copy File name
			Bid Fee – DD No.	Specify Details
			Bid Fee – DD Date	Specify Details
			Bid Fee – DD Amount	Specify Details
			Bid Fee – DD Issuing Bank	Specify Details
6.6	X	16	EMD – Bank Guarantee (BG)	Soft copy File name
			EMD – BG No.	Specify Details
			EMD – BG Date	Specify Details
			EMD – BG Amount	Specify Details
			EMD – BG Issuing Bank	Specify Details
			EMD – BG validity period (days)	Specify Details
			EMD – BG expiry date	Specify Details
7.3	C	23	Compliance Matrix and Supporting documents	Specify Soft copy File name. All supporting documents should be clubbed and submitted as one PDF file.



9	NA	42	Bid Form	Soft copy File name		
12	NA	47	Bid Security Form	Soft copy File name		
13	NA	48	Covering Letter	Soft copy File name		
14	NA	49	Acceptance Letter	Soft copy File name		
15	NA	50	Satisfactory Performance Letter	Soft copy File name		
17	NA	52	Manufacturer's Authorization Letter	Soft copy File name		
21	NA	59	Integrity Pact	Soft copy File name		
22	NA	63	Undertaking of Authenticity Letter	Soft copy File name		
23	NA	64	Declaration to be Submitted by the Bidder on Confidentiality	Soft copy File name		
26	NA	69	This checklist	Soft copy File name		
Section No. in RFP	S.No	Page No. in RFP	Requirement Item	Project Document's soft copy file name	Section number	Page number
6.6	II	16	Introduction to the project	Section number(s) within the document should identify the specific section(s) which addresses individual requirements specifically. For e.g. Section 4 is Solution 4.1 is Project Phases 4.1.7 is Training, then for Training it should identify 4.1.7	Required	Required
6.6	VI	16	Brief summary of understanding of the banks requirements, vendor(s) capabilities, and solution / product description		Required	Required
6.6	XI	16	Detailed technical specifications of the deliverables		Required	Required
6.6	XII	16	Details of all licenses of the deliverables		Required	Required
6.6	XIII	16	Compliance with all functional requirements without deviations		Required	Required
6.6	XIV	16	Compliance with all technical requirements without deviations		Required	Required
6.6	XV	16	Detailed architecture of the deliverables		Required	Required
6.6	XVI	16	Project plan with timelines, activities, road map on supply, installation, configuration, testing, warranty, maintenance, upgrades, patches etc		Required	Required
6.6	XVII	16	Details of warranty and maintenance support (back to back support from OEM) for the deliverables.		Required	Required
6.6	XVIII	16	Bill of materials with make and model		Required	Required
6.6	XXI	16	Compliance for the Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance needs		Required	Required
6.6	XXII	16	A Brief write-up about the deliverables		Required	Required



