

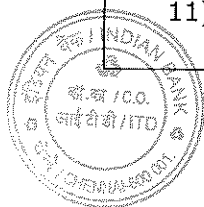
BIDDING DOCUMENT
FOR
PROVIDING INTERNET CONNECTIVITY WITH DDOS SERVICES

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



SCHEDULE

1)	Tender Reference Number and Date	RFP No. CO:ITD:CNW:396/R1:2019-20 dated 23/09/2019
2)	Last date for seeking Pre-bid clarifications/ queries through email @ KEERTHIVASAN.P@indianbank.co.in ; m.saravanan@indianbank.co.in ; nandhini.n@indianbank.co.in ;	27/09/2019
3)	Pre Bid meeting	30/09/2019 at 11:00 AM
4)	Last Date & Time for submission of Bids in Online Mode	17/10/2019 at 03:00 PM
5)	Last Date & Time for submission of Physical Documents (Offline Mode)	17/10/2019 at 03:00 PM to be submitted to Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014
6)	Documents to be submitted physically by Bidders (Offline Mode)	1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 & 2
7)	Earnest Money Deposit/Bid Security	₹7,50,000/- (Rupees Seven lakhs and Fifty Thousand only) valid for 135 days from the last date of submission of bid in the form of Bank Guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank. (Mode of Submission: Offline)
8)	RFP Cost	Non-refundable ₹2,500/- in the form of DD favouring "Indian Bank". (Mode of submission: Offline)
9)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	17/10/2019 at 03:30 PM Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014
10)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
11)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be



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		conducted by Bank's authorized e-Procurement service provider M/s Nextenders (India) Pvt. Ltd. through website https:// indianbankeprocure.etenders.in
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This RFP document can be downloaded from the website: <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same website and no paper publication will be done for the same.



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SECTION – I**INVITATION FOR BIDS**

1. Indian Bank is a premier Nationalised Bank with over 2900 Branches and having a business of over Rs.4,00,000 Crores. During the past decade, Bank has strengthened its IT infrastructure and has enabled marketing of technology based products and services. Bank has always recognized that Information Technology is an essential part of Banking. The Bank has been in the forefront amongst Public Sector Banks in deploying the latest available technology, in a way that technology acts as an enabler in the development of business and ensures that customers are benefited and delighted. The Bank has overseas presence through one Branch each 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. Bank is also partnering various e-governance initiatives of Govt of India and State Governments.

2. The Bank invites bids from eligible bidders to provide Internet links connecting the Bank's Data Centre and DR site through e-tendering mode.

3. The cost of the bid document is Rs.2,500/-(Rupees Two thousand and Five hundred only). The amount has to be paid by way of a Demand Draft (DD) favouring INDIAN BANK payable at Chennai. Cost of bid documents should be paid at the time of pre-bid meeting. Bidders who do not attend the pre-bid meeting can submit the DD on the date of submission of bid (offline mode under schedule 5 & 6).

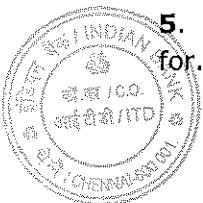
Further information can be had from the bank at the address given below from 10.00 to 17.00 hours on all working days.

**Information Technology department,
Indian Bank, Head Office, 7th floor,
66, Rajaji Salai,
Chennai – 600001
Phone Nos. 044-2527 9815/16/44, 2526 9724**

**E-mail: KEERTHIVASAN.P@indianbank.co.in;
m.saravanan@indianbank.co.in;
nandhini.n@indianbank.co.in;**

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

5. Part I contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered. The bidders should also submit their



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indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.

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

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

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

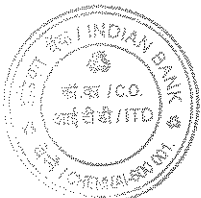
**THE CHIEF MANAGER,
EXPENDITURE DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
No. 254-260, AVVAI SHANMUGAM SALAI
ROYAPETTAH, CHENNAI - 600 014,**

and dropped in the box provided at the above address after noting the details in the register maintained at the Expenditure Department, so as to reach them within the time stipulated as above (i.e 15.00 hours on 17/10/2019). The Technical quotations will be opened at 15:30 Hrs on 17/10/2019.

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

About Bank's Network

Indian Bank has Internet links at Corporate Office, Head Office, Data Center and DR Site. At Corporate office, Head Office, Data Center and DR Site bank has two links from two different bidders.



SECTION – II**QUALIFICATION CRITERIA****1. DESCRIPTION**

- 1.1 The name of the assignment is 'Providing Internet connectivity at Data centre and DR Site with DDOS services.
- 1.2 The successful bidder(s) has to provide 500 Mbps Internet connectivity (1:1) with specifications mentioned in the bid.
- 1.3 The Bank intends to provide redundant Internet links for DC and DR Site.

Bank will not provide space and UPS power to Modems/equipment that may be required to provide the link. Bank will provide space and UPS power for equipment to be placed for providing DDOS services.

The prospective bidder shall establish the links and should be capable of maintaining it for a minimum period of 3 years.

2. QUALIFICATION CRITERIA FOR BIDDERS

- a) The bidder should be a public/private Limited company and should be in existence in India for the last 3 years (as on 31.03.2019)
- b) The bidder should have acquired valid NLD and ISP License from DOT and the license should have been acquired before 31.03.2019
- c) The bidder should have positive net worth for last 3 consecutive years (2016-17,2017-18,2018-19) with a minimum annual turnover of Rs.50 Crores during the last 2 financial years(2017-18,2018-19).
- d) The Bidder should have provided at least two links of 20 Mbps Internet bandwidth or above to Banks / Financial Institutions / Government organizations in India each year during last two years ending 31.03.2019 and supporting the link currently.
- e) The bidder should have an office in Chennai and Hyderabad to provide support services.
- f) The bidder should not have been blacklisted by any Government Dept / PSU / Banks currently.
- g) Should be in Core ISP business providing DDOS detection and mitigation services at least for a period of last one year.
- h) Should be registered with TRAI for providing Internet Bandwidth Service in India.



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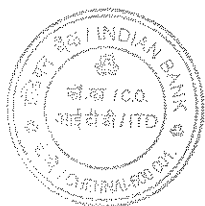
- i) The Bidder should have own access network for providing last mile (local loop) excluding the cross connects.
- j) The scrubbing center from which the DDOS services are provided to bank should be located in India.

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



SECTION III**INSTRUCTIONS TO BIDDERS**

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1. Introduction

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

2. Pre-Bid Meeting

- a. A pre-bid meeting is scheduled to be held at the following address at 11.00 hours IST on **30.09.2019**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

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

In case the Probable Bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e Rs.2,500/- (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have paid the cost of bid document will be allowed to participate in the pre-bid meeting.

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

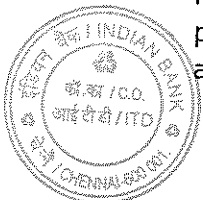
Such Bidders who have not chose to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline mode (schedule 8) apart from uploading the scanned DD document during e-tendering.

- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.

- c. The Bidder is requested to submit any queries/clarifications to the Bank in the format provided at least two days before the date of meeting to the following email ids:

KEERTHIVASAN.P@indianbank.co.in,
m.saravanan@indianbank.co.in,
nandhini.n@indianbank.co.in;

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in> and informed vide mail to the bidders who have raised queries.



3. Amendment of bidding documents

3.1 At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Document by modification(s) / amendment(s).

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

4. Bid Security (Earnest Money Deposit)

- The Bidder should upload at the time of online submission of Bid, as part of its bid, a bid security in the form of a bank guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the Bidding Documents (format-4 in Section VI) for a sum of Rs.7,50,000/- and valid for 135 days from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required.
- Unsuccessful Bidders' Bid Security will be discharged or returned.
- The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the performance security.
- The bid security may be forfeited if :
 1. If a Bidder withdraws its bid during the period of bid validity
 - or
 2. In the case of a successful Bidder, if the Bidder fails to sign the Contract within the specified time from the date of issue of purchase order, or to furnish performance security.

5. Period of validity of bids

Bids should remain valid for the period of 90 days from the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

6. Opening of bids by Bank

- The Bank will open the Part I of the bid (Technical bid) in the presence of officers authorised for the purpose and bidders' representatives at **15:30 hours on 17/10/2019**.
- Bank shall call the commercial bids through Reverse Auction. Advance intimation will be given to all qualifying bidders of commercial bid about the date and time of reverse auction.



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- The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

7. Clarification of Bids

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

8. Evaluation Methodology

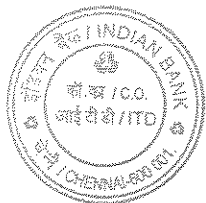
- Bids will be short-listed based on the qualification criteria specified in the bid and compliance to Technical specifications.
- The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- The Bank at its discretion may modify any minor criteria in the bid, which does not affect the relative ranking of any Bidder.
- Evaluation may include visit to major locations of the earlier clients of the bidder, and discussion with them.
- Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances.

Commercial Evaluation

- Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction.

The L1 bidder will be identified through reverse auction and order will be placed with L1 bidder. The offer to provide second link at L1 price will be given to L2 bidder. If L2 bidder is not willing to provide the link at L1 Price, then L3 bidder will be offered to provide the link at L1 Price and if L3 bidder is not willing to provide the link at L1 Price the L4 bidder will be offered to provide the link at L1 Price. Purchase orders will be placed with successful bidders to deliver the link.

- The financial proposal should list all the costs associated with the Assignment.
- The price should be firm and not dependent on any variable factors.
- The final price quoted in the bid should be inclusive of all Duties, Levies, Freight, Insurance, Delivery, Installation etc but exclusive of taxes.
- No price variation will be accepted for increases in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons.
- Cost must be expressed in Indian Rupees.
- The bidder should quote their prices in reverse auction after taking into account the terms and conditions mentioned in the bid.
- TDS as per rules, if applicable, will be deducted from the amount quoted.



- No extra charges other than those quoted in the Bid will be entertained including Conveyance/Courier etc.

9. Bank's right to accept any bid and to reject any or all bids

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

10. Signing of Contract

Within 15 (fifteen) days from the date of acceptance of the Purchase Order, the successful Bidder(s) shall sign the Contract and return it to the Bank (Format – 6 in section VI).

11. Performance Security

- Within 15 (fifteen) days of the acceptance of purchase order issued for the project by the Bank, the successful Bidder shall furnish the performance security for 10 % of rental charges per year valid for a period of 39 months (with further one month claim period) from date of its issue, in the form of a Bank Guarantee.
- The performance security submitted by the Successful bidder shall be invoked by the Bank as compensation for any loss resulting from the Successful bidder's failure in completing their obligations under the Contract.
- Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

12. Bid proposal and ownership

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

13. 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.



14.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.

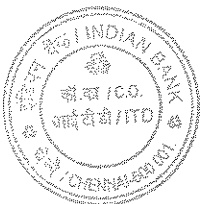
15.Negotiation

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



SECTION IV**CONDITIONS OF CONTRACT**

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1. Definitions

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

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

1.2 Law governing the Contract

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

1.3 Language

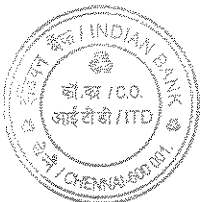
The contract has been executed in English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the contract.

1.4 Address for contact

The address of the Bank is:

Information Technology Department
Indian Bank, Head office, 7th floor,
66, Rajaji Salai,
Chennai -600001
Phone Nos. 044-2527 9815/16/44,2526 9724

E-mail : KEERTHIVASAN.P@indianbank.co.in;
m.saravanan@indianbank.co.in;
nandhini.n@indianbank.co.in



1.5 Notices

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail, courier or facsimile to such party at the address specified above.

2. Obligations of the Bidders**2.1. Confidentiality**

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

2.2. Reporting obligations

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

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

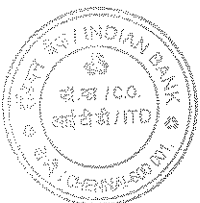
All plans, drawings, specifications, designs, reports and other documents submitted by the bidder shall become and remain the property of the Bank and the bidder shall, upon termination or expiration of this contract, deliver all such documents to the Bank together with a detailed inventory thereof.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

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

3. Use of contract documents and information

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

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



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

5. Payment terms

The payments will be made quarterly in arrears after deducting applicable penalties at Corporate Office within 30 days on submission of following documents.

1. Original copy of Invoice.
2. Monthly uptime/Downtime report with proof.
3. DDOS Mitigation services report.

The invoice should not contain any conditions which are contrary to the terms of the contract.

6. Liquidated Damages

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

If the commissioning is delayed beyond the timelines, the penalty of Rs.10,000/- per week or part thereof will be charged and recovered from subsequent payments. If the link is not commissioned with DDOS services within 10 weeks, it may lead to termination of entire contract under Termination of default.

7. Acceptance tests

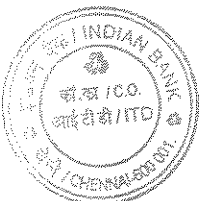
Acceptance tests will be carried out after the completion of the implementation and delivery of links. Bank will carry out acceptance tests and certify completion based on the results of the tests within 7 days from the date the circuit is made available to the bank.

8. Non-functioning of Links

- Uptime upto 99.50% - No penalty
- Uptime from 99.00 to 99.49 - Rs.20,000/-
- Uptime from 98.50 to 98.99 - Rs.40,000/-
- Uptime from 98.00 to 98.49 - Rs.60,000/-
- Uptime from 97.50 to 97.99 - Rs.80,000/-
- Uptime from 97.00 to 97.49 - Rs.1,00,000/-

If Uptime is below 97% for more than two months in a year, bank reserves the right to terminate the contract.

Uptime is calculated on monthly basis. The penalty will be deducted from subsequent payments. Maximum penalty per year is capped to one year charges per link.



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

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

9. Contract Period

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

10. Termination for default

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

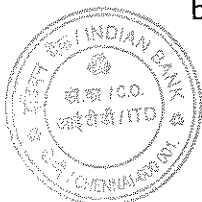
- a) if the Successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- b) if the Successful bidder fails to perform any other obligation(s) under the Contract.
- c) If the Successful bidder, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'For the purpose of this clause:

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

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

10.2 In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder shall be liable to the Bank for any excess costs for such similar Goods or Services.



Ref: CO:ITD:CNW:396/R1:2019-20**Date: 23.09.2019**

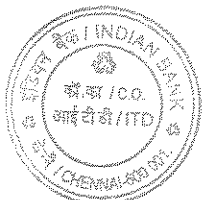
However, the Successful bidder shall continue performance of the Contract to the extent not terminated.

11. Force Majeure

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

12. Termination for Convenience

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



13. Settlement of disputes

13.1 If any dispute or difference of any kind whatsoever shall arise between the bank and the Successful bidder(s) in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

13.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the bank or the Successful bidder(s) may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

13.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

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

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

- (a) In case of dispute or difference arising between the Bank and the Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.
- (b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.



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13.5 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b) the bank shall pay the Successful bidder any monies due to the Successful bidder.
- c) Submitting to arbitration may be considered as additional remedy and it does not preclude the parties seek redressal/other legal recourse.

14.IT Act 2000

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

15.Applicable Law

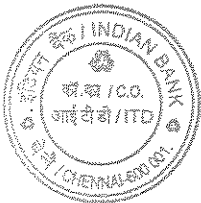
The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

16.Limitation of Liability

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

This limit shall not apply to third party claims for

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



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

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

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

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



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

2.2. REGISTRATION

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

The following steps are to be followed during the registration process

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

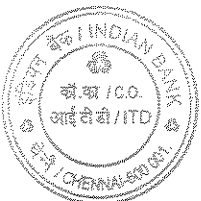
Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Nextenders (India) Pvt. Ltd.

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

Support Desk Contact Details

M/s. Nextenders (India) Pvt. Ltd
Yuchit, Juhu Tara Road
Mumbai – 400 049.

Support Contact No. 020-25315555 Ext no 8 then 8
Support Email: support.indianbank@nextenders.com



Ref: CO:ITD:CNW:396/R1:2019-20**Date: 23.09.2019****2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL**

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

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

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

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

2.4. BID RELATED INFORMATION

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

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

2.5. OFFLINE SUBMISSIONS

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

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

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

The bidder is requested to submit the original documents in a Sealed Envelope on or before 17/10/2019, 03.00 PM to the address mentioned under schedule 5) of this



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tender. The envelope shall be super scribed as "Providing Internet connectivity at DC and DR Site with DDOS services" and the words 'DO NOT OPEN BEFORE (17/10/2019 at 03.30 PM)'.

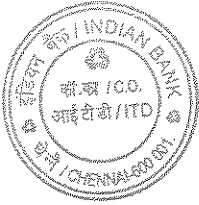
2.6. OTHER INSTRUCTIONS

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

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

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

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



SECTION VI**BID FORM, PRICE SCHEDULE AND OTHER ANNEXURES**

S.NO.	PARTICULARS	PAGE NO.
1.	TECHNICAL BID	28
2.	BIDDER PROFILE	36
3.	CLIENT REFERENCE FORMAT	37
4.	BID SECURITY FORM	38
5.	DECLARATION FOR BLACKLISTING	39
6.	CONTRACT FORM	40
7.	PERFORMANCE SECURITY FORM	42
8.	COMMERCIAL BID FORMAT	43
9.	CHECKLIST FOR DOCUMENTS TO BE SUBMITTED	44



Ref: CO:ITD:CNW:396/R1:2019-20**Date: 23.09.2019****1. TECHNICAL BID**

Date:

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

Dear Sir,

Sub: Providing Internet connectivity at Data centre and DR Site with DDOS services.
Ref: Bid No. CO:ITD:CNW:396/R1:2019-20 dated 23.09.2019.

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

Scope of work and specifications:

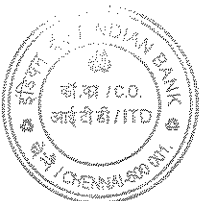
The Scope of work involved and the responsibilities of the bidder, deliverables and the specifications of the link are as detailed below.

The successful bidder shall provide 500 Mbps internet links with following specifications.

A) Link Requirements

- 1) **Bandwidth:** 500 Mbps (1:1), Dedicated wired Internet Leased Line Uncompressed and unshared.
- 2) The links are to be commissioned within 8 weeks from the date of issue of purchase order. If the commissioning is delayed beyond the timelines, a penalty of Rs.10,000/- per week or part thereof will be charged and recovered from subsequent payments. If the link is not commissioned within 10 weeks, it may lead to termination of entire contract under Termination of default.
- 3) **Uptime:** The link uptime requirement in a month is 99.50% (considering 30 days for all months)
- 4) **SLA for link:**

Uptime upto 99.50% - No penalty
Uptime from 99.00 to 99.49 - Rs.20,000/-
Uptime from 98.50 to 98.99 - Rs.40,000/-
Uptime from 98.00 to 98.49 - Rs.60,000/-



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

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

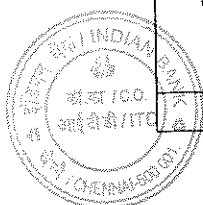
If Uptime is below 97% for more than two months in a year, bank reserves the right to terminate the contract.

Uptime is calculated on monthly basis. The penalty will be deducted from subsequent payments. Maximum penalty per year is capped to one year charges per link.

- 5) **Topology and Media:** The bidder should provide the links on fiber between the bidder routers and Bank router on fiber termination (Single Mode LC). The successful bidders are encouraged to have a standby local cable laid and kept without connections between the terminal equipment and bank router for redundancy.
- 6) Bidder should provide and install all the equipment needed for the purpose at his/her expenditure and Bank will not incur expenditure for any equipment. All the equipment to be installed in the bank premises, should have the provision for working with at least two redundant power sources.
- 7) **Latency:** The latency at all times to ping to common websites like google.com and Yahoo.com (servers located in Europe) should not exceed 100 ms. If at any time Latency is observed to be more than 100ms, same may be treated as link outage till the latency is restored to less than 100ms.
- 8) Packet Loss/Drop : <0.1% over 60 minutes
- 9) **Cross connects:** The bidder has to deliver the link up to the Racks of the Bank. Bidder has to arrange cross connects if any required.
- 10) The contract period is for 3 years with termination for default clause.
- 11) Static IP IPV4& IPV6 Addresses - static IP addresses are required at every site. The number of static LAN IP addresses should be minimum 32 on IPV4 and /64 on IPV6, at both locations. Apart from LAN IPs for the Link, link IPs are to be provided
- 12) Link should be working on dual stack with both IPv4 and IPv6.
- 13) Should route public IP addresses owned by the bank on the link when required.

B) Technical Specifications for Internet leased lines:

Sl.No	Product Description	Please write Complied or Not Complied
1	Provide 500 Mbps(1:1) Internet link on fibre at Data	

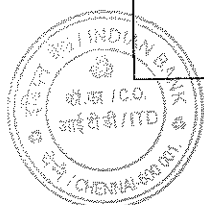


	Centre and DR Site on bidders own cables.	
2	The latency at all times to ping to common websites like google.com and Yahoo.com (servers located in Europe) should not exceed 100ms. If at any time Latency is observed to be more than 100ms, same may be treated as link outage till the latency is restored to less than 100ms.	
3	The bidder has to deliver the link up to the Racks of the Bank. Bidder has to arrange for cross connects if any required.	
4	The network equipments deployed will be ipv6 compatible and links will be delivered with dual stack configuration. The links will be migrated to IPv6 as and when required by the bank.	
5	All hardware required for terminating the connectivity at bank shall be provided, maintained and managed by the Successful bidder and shall remain the property of Successful bidder during and after the completion of the contract. The CPE router will be provided by the bank	
6	Shall liaison with authorities for approvals, network diagram etc. (for example ROW) and shall obtain and provide ROW/roof rights permissions in private property/bank premises without any extra cost to the bank for installation of equipments to commission the link.	
7	Packet Loss/Drop : <0.1% over 60 minutes	
8	The observations/recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies will be implemented and any escalation in cost on this account shall be borne by the bidder. The Network infrastructure of the bidder should be made available for inspection by Bank's Audit team or authorized representative of the Bank	
9	Shall monitor and manage all links for strict compliance with SLA. The reports and real time monitoring of bandwidth utilization will be made available in the web portal.	
10	The CPEs used in the Network or Networking Equipments used by the bidder in their backbone should comply with the policies laid down by Government of India, Department of Telecommunications and should not have any spyware or malware built into it and capable of tracking voice and data traffic from a location outside the country	
11	Whenever bank wishes to shift the location of any site, the links should be shifted to the new site as per the	

	requirement of bank. The shifting charges are mutually agreeable	
12	Static IP IPV4& IPV6 Addresses - static IP addresses are required at every site. The number of static LAN IP addresses should be minimum 32 on IPV4 and /64 on IPV6, at both locations. Apart from LAN IPs for the Link, link IPs are to be provided	
13	Should route public IP addresses owned by the bank on the link when required	

C) Technical specifications for DDOS services on the links.

S.No	Product Description	Please write complied or not complied
1	The solution must be able to detect and mitigate all types of Distributed Denial of Service Attacks (DDoS) attacks, other emerging network attacks.	
2	The solution must be able to protect all internet protocols used including http, https, DNS, SMTP, FTP, ipsec. Necessary DDOS detection and mitigation solution to decrypt and inspect the encrypted packets should be provided as part of the solution.	
3	The solution must be able to detect and mitigate DDoS attacks against applications, website, web forms, email, file transfer and DNS services and other emerging attacks.	
4	End user response times must not be adversely impacted during business-as-usual with business-as-usual response times being maintained.	
5	End user response time shall not be significantly impacted during attack events where the Proposer is mitigating the attack upto the DDOS bandwidth for which Bank has contracted.	
6	The solution must have a demonstrated ability to protect against potentially large volumes of DDoS data/traffic. Please specify mitigation bandwidth.	
7	Mitigation of DDoS attacks shall be seamless to the general end-user utilising internet to/from the Customer.	
8	In-depth reporting and online user portal including usage, attacks, and protection must be available to customer IT Personnel. Please provide sample reporting.	
9	Regular testing of service and base lining shall be undertaken in conjunction with the Customer at least annually to validate the operation of DDoS mitigation services.	
10	(a) Solution should provide protection against different types of attacks including following: • TCP SYN Flood	



	<ul style="list-style-type: none"> • Spoofed TCP-SYN flood • SYN/ACK Reflection Flood • TCP ACK flood • Smurf attack • Ping flood • ping of death • ICMP Echo request flood • Teardrop attack • low rate denial of service attack • Mydoom • UDP Flood • Nuke • HTTP/HTTPS flood attack • DNS amplification attack • IP fragmented attack etc. <p>And any other type of DDOS attacks.</p> <p>(b) Necessary DDOS detection and mitigation solution to decrypt and inspect the encrypted packets should be provided as part of the solution.</p>	
11	Real time attack / threat detection of emerging internet based cyber-attacks and mitigation of the same by taking corrective action in co-ordination with Indian Bank officials.	
	DDOS Mitigation Services	
12	Statistical anomaly based attack detection – Bidder's solution should use past traffic pattern to differentiate between legitimate and malicious traffic. Legitimate users should not get affected during attack mitigation. Bidder shall explain clearly the false positive and false negative rates and how false positive/negative can be avoided in the proposed solution.	
13	Bidder's solution should automatically learn and adapt to changes in customer's traffic profile. The solution should identify attacks based on recent customer traffic profile and not based on static customer profile.	
14	Bidder's solution should have ability to block IP's from known or suspected geographical locations.	
15	The proposed solution shall have the capacity to handle any volume of DDOS attack traffic.	
16	The proposed solution shall have the capability to generate ALERT and log DDOS attack that has been detected for future reference. Bidder shall also notify Customer in a timely manner when DDOS attack against Customer network has been detected in their system.	
17	Bidder shall ensure that the proposed solution is fully redundant, diversified and there should be no single point of failure. In case of any failure, the infrastructure SHALL	

	failover to alternative PATH or redundant parts resume automatically	
18	Bidder shall provide customer with 24*7*365 access (except during excluded Events) to the customer portal in order for customer to utilize the DDOS Detection & Mitigation service	
19	Bidder Shall provide customer with a web user id and password to access the customer portal for viewing reports and alerts of DDOS	
20	Bidder shall have DDOS Detection Infrastructure in High Availability	
21	Bidder shall have ability for infra to handle any size of attacks to ensure that DDoS infra itself does not go down and become unavailable to customer for mitigation	
22	ISP shall provide 24x7 help desk for Real Time attack reporting	
23	ISP shall provide the reports in a webportal to login and verify the status of Mitigation and down load reports of incidents happened during at least last one year.	
24	DDOS prevention system should contain signatures to detect the attacks launched from tools such as Low Orbit Ion Canon(LOIC), High Orbit Ion Canon(HOIC), Plyoris, Slowloris etc. Including application layer attacks. Systems required for preventing the attacks should be installed in Bank DC and DR. Bank will provide required rack space and power.	
25	On Premise solution should be minimum EAL 2 or above (Common Criteria Certification) certified.	

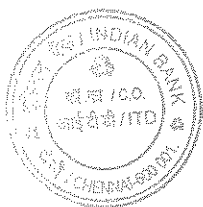
D) SLA for DDOS Detection and Mitigation service

- There must be 24 hour x 7 days week days per year provision of service
- There shall be a service level of a maximum 15 minutes response to any calls for DDOS Protection services with an expected unprotected time of not more than 30 minutes or less.
- There shall be continuous protection from the time the protection services are initiated, constituting the whole time encompassing the DDOS attack on the internet connectivity.
- If DDOS attack has happened and the bidder has not detected the attack and the attack is notified by the bank to bidder, Rs. 10,000/- per attack will be charged as penalty.
- If DDOS attack has happened and the bidder fails to mitigate the attack, Rs. 10,000/- will be charged for attack period of every 10 Minutes are part thereof from the time bank informs to mitigate the attack in writing.

E) Security Considerations

a) Internet Traffic

The Internet traffic to the Bank should only be allowed in the last mile from the PE router to CE router.



Ref: CO:ITD:CNW:396/R1:2019-20**Date: 23.09.2019****b) Audit of network**

Should undertake to implement the observations/recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or External Agencies and any escalation in cost on this account shall be borne by the bidder. The Network infrastructure of the bidder should be made available for inspection by Bank's Audit team or Authorized Representative of the Bank.

c) The CPEs used in the Network or Networking Equipments used by the bidder in their backbone should comply with the policies laid down by Government of India, Department of Telecommunications and should not have any spyware or malware built into it and capable of tracking voice and data traffic from a location outside the country.

F) The bidder shall

1. Co-ordinate with Bank's Network Equipment vendor and system integrator for terminating and commissioning of the links at DC and DR.
2. Provide escalation matrix for issues in Provisioning of Links and maintenance of links.
3. Liaise with authorities for any approvals, network diagram etc.
4. The link should initially commission the link to support dual stack (IPv4 and IPv6) and based on the requirements of the bank migrate the network to IPV6.
5. Ensure the availability of hardware, software, manpower and other facilities required to manage and monitor the network to meet the agreed SLA terms.
6. Provide 24x7 supports for all users for maintaining and integrating the network. Publish uptime reports to prove SLA compliance. The uptime reports for every month should be submitted to the Bank on or before 7th of subsequent month. The quarterly payment of the links will be processed only on receipt of uptime reports. The uptime reports should be down loadable by the bank from the bidders' website.

List of deviations from the required specifications:

- 1)
- 2)

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

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



Ref: CO:ITD:CNW:396/R1:2019-20**Date: 23.09.2019**

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

We submit that we abide by the details given above.

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

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

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

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

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

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

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

Dated this..... day of 201.....

....., Mobile No.

Email :

Signature

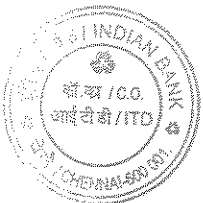
(In the Capacity of)

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



2. BIDDER PROFILE

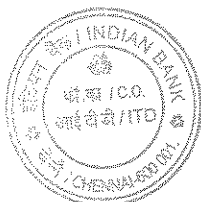
General			
Company Name			
Name of the CEO			
Name of the Principal Banker and address			
Holding Company or Parent Company (if any)			
If holding Company, the name of the Parent Company			
Company's address Head Office:			
Phone, fax, E-Mail			
Chennai Office:			
Phone, fax, E-Mail			
Please provide details of ownership: private/public; Holding company, If any.			
No. of Years in Networking business			
Name of the Contact person			
Phone / Mobile/ FAX			
Financial Background (in Crores)	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Turnover			
Net Profit After Tax			
Total Assets			
Total Liabilities			
Net worth			



3.CLIENT REFERENCES

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

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



Ref: CO:ITD:CNW:396/R1:2019-20**Date: 23.09.2019****4. BID SECURITY FORM**

Whereas(*hereinafter called "the Bidder"*) who intends to submit bid for providing (*name and/or description of the goods*) (hereinafter called "the Bid") to Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, Tamil Nadu (herein after called "Indian Bank").

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*address of bank*) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of _____ for which payment well and truly to be made to the Indian Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 201 ____.

THE CONDITIONS of this obligation are:

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

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

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

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

.....

(Signature of the Bank)

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

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



5. SELF DECLARATION – BLACKLISTING

Date:

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

Dear Sir,

Sub: Providing Internet connectivity at DC and DR Site with DDOS services

Ref: Bid Document No. CO:ITD:CNW:396/R1:2019-20 dated 23.09.2019.

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

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



6. CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

TOTAL VALUE:**DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the
said (For Indian Bank)

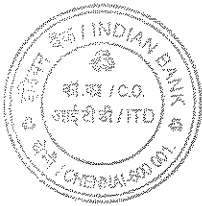


Ref: CO:ITD:CNW:396/R1:2019-20

Date: 23.09.2019

in the presence of:.....

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



7. PERFORMANCE SECURITY FORM

Bank Guarantee No. _____

Date _____ :

To : INDIAN BANK, Chennai, INDIA :

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

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

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

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

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

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

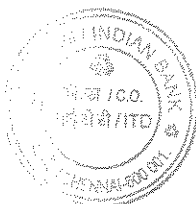
Signature and Seal of Guarantors

.....
Date.....201.....

Address:.....
.....

NOTE :

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



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

Date:

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

Dear Sir,

Sub: Providing Internet connectivity at DC and DR Site with DDOS services
Ref: Bid No. CO:ITD:CNW:396/R1:2019-20dated 23.09.2019.

Further to the reverse auction dated _____, we, the undersigned, offer to provide internet connectivity at DC and DR site of your Bank, and we submit our Commercial Bid with Break up details as follows:

Sl. No.	Details	Annual charges, exclusive of taxes (in Rs.)
1	500 Mbps Internet Connectivity at DC (1:1) on fiber with DDOS services under opex model	
2	500 Mbps Internet Connectivity at DR Site (1:1) on fiber with DDOS services under opex model	
Total Charges		

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

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

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

Dated this..... day of 201.....

.....
Signature
(In the Capacity of)

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



9. Documents to be submitted in support of Eligibility criteria.

S. No	Criteria	Documents are to be submitted as proof
a)	The bidder should be a public/private Limited company and should be in existence in India for the last 3 years (as on 31.03.2019)	Copy of the certificate of incorporation and certificate of commencement of business issued by the Registrar of Companies.
b)	The bidder should have acquired valid NLD and ISP License from DOT and the license should have been acquired before 31.03.2019	Attested copy of the appropriate license is to be submitted
c)	The bidder should have positive net worth for last 3 consecutive years (2016-17,2017-18,2018-19) with a minimum annual turnover of Rs.50 Crores during the last 2 financial years(2017-18,2018-19).	Audited financial statements for the last three years and turn over details for the last three years (2016-17,2017-18,2018-19).
d)	The Bidder should have provided at least two links of 20 Mbps Internet bandwidth or above to Banks / Financial Institutions / Government organizations in India each year during last two years ending 31.03.2019 and supporting the link currently	Copies of the purchase order issued by the Bank/ Financial Institutions/ Government Organisations and a certificate/ letter from the Bank/ Financial Institutions/ Government Organisations for having completed the project successfully and providing satisfactory performance currently should be enclosed alongwith the bid.
e)	The Bidder should have own access network for providing last mile (local loop) excluding the cross connects.	Certification/ Undertaking letter is to be submitted to this effect by the bidder.
f)	The bidder should have an office in Chennai and Hyderabad to provide support services.	Address of the Office should be provided with escalation matrix. The Person(s) name mentioned in the escalation matrix should work from the office address mentioned.
g)	Should be in Core ISP business providing DDOS detection and mitigation services at least for a period of last one year.	Copies of the purchase order issued by the Organisations for having completed the project successfully and providing satisfactory performance currently should be enclosed alongwith bid.
h)	Should be registered with TRAI for providing Internet Bandwidth Service in India	Copy of letter of registration certificate to be provided.
i)	The scrubbing center from which the DDOS services are provided to bank should be located in India.	Letter mentioning the scrubbing center is to be submitted to this effect by the bidder.

