

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**PROVIDING MPLS CONNECTIVITY**

**FOR**

**WIDE AREA NETWORK**

Last Date for Submission of Bid: 23/11/2020 (03:00 PM)

**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/1382/R1/2020-21 dated 29/10/2020
2)	Last date for seeking Pre-bid clarifications/ queries through email@ <a href="mailto:NAVEEN.NIGAM@indianbank.co.in">NAVEEN.NIGAM@indianbank.co.in</a> <a href="mailto:RAMAN.YADAV@indianbank.co.in">RAMAN.YADAV@indianbank.co.in</a> <a href="mailto:shiju.kk@indianbank.co.in">shiju.kk@indianbank.co.in</a> <a href="mailto:skkarna55966@indianbank.co.in">skkarna55966@indianbank.co.in</a>	02/11/2020 by 5:00 PM
3)	Pre Bid meeting	04/11/2020 at 11:30 AM
4)	Last Date & Time for submission of Bids in Online Mode	23/11/2020 at 03:00 PM
5)	Documents to be submitted (Online Mode)	a. Eligibility Criteria along with all supporting documents required. b. All Annexure except (V,IX,X,XII,XIII,XIV) as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures e. Compliance to Technical Specifications as per Section VI. f. Any other information sought by the Bank with relevant to this tender
6)	Documents to be submitted physically by Bidders (Offline Mode)	23/11/2020 at 03:00 PM to be submitted to  Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014  a. Earnest Money Deposit/Bid Security b. Cost of bid document c. Integrity Pact  Note: Cost of bid document may be submitted as DD / bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.: Account No.: 743848138 Account Name: INDIAN BANK,H.O.TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003

		Branch: Harbour. Remarks while making transaction to be written as : Company Name_ Bid Fee_ RFP NO.
7)	Earnest Money Deposit/Bid Security	Rs. 10,00,000/- (Rupees Ten lakhs only)  valid for 135 days from the last date of submission of bid in the form of Bank Guarantee issued by a scheduled commercial Bank located in India other than Indian Bank. (Mode of Submission: Offline)
8)	RFP Cost	Non-refundable Rs.10,000/-(Ten Thousand Only) in the form of DD favouring "Indian Bank". (Mode of submission: Offline/Online)
9)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	23/11/2020 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 to technically qualified and eligible bidder after technical evaluation of the bids submitted.
11)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Antares Systems Limited through website <a href="https://www.tenderwizard.com/indianbank">https://www.tenderwizard.com/indianbank</a>

This RFP document can be downloaded from the website: <https://www.indianbank.in> and e-procurement portal <https://www.tenderwizard.com/indianbank>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and paper publication will be done for the information regarding publishing the RFP, however Clarifications, Modifications and Date of Extensions, if any, will be published in website and e-procurement portal only.

The term "Bid" & "Quote/Quotation" bears the same meaning in this RFP.

## SECTION I

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**SECTION – I**

**INVITATION FOR BIDS (IFB)**

1. Indian Bank is a premier Nationalized Bank with over 6200 Branches, 5800 ATMs plus BNAs and having a business of above Rs. 8,50,000 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 over 6000 ATMs/BNA, introduced Debit cards, Credit cards and exclusive credit card “Bharat Card” for common man – first of its kind in the banking industry. Banking services are offered through multiple delivery channels like ATM, Internet Banking, Tele banking, Mobile banking, etc. Bank is also partnering various e-governance initiatives of GoI and State Governments
2. Bank invites bids for identifying an alternate service provider other than BSNL to provide MPLS connectivity to branches/office locations, Bank invites sealed quotations from all eligible bidders for providing MPLS Connectivity through wired (copper or fibre) / RF as a last mile for its branch/ office locations with Backhaul MPLS leased line connectivity to Data Centre and Disaster Recovery Site through e-tendering mode.
3. The cost of the bid document is Rs.10,000/- (Rupees Ten Thousand Only). The amount has to be paid by way of a Demand Draft (DD) favouring INDIAN BANK payable at Chennai. Cost of bid documents should be paid at the time of pre-bid meeting. Bidders who do not attend the pre-bid meeting can submit the DD on the date of submission of bid (offline mode under schedule 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, 2<sup>nd</sup> floor,  
66, Rajaji Salai, Chennai – 600001  
Phone Nos. 044-2527 9816/44/45**

**e-mail:**

[NAVEEN.NIGAM@indianbank.co.in](mailto:NAVEEN.NIGAM@indianbank.co.in)  
[RAMAN.YADAV@indianbank.co.in](mailto:RAMAN.YADAV@indianbank.co.in)  
[shiju.kk@indianbank.co.in](mailto:shiju.kk@indianbank.co.in)  
[skkarna55966@indianbank.co.in](mailto:skkarna55966@indianbank.co.in)

4. Bidders should enroll/register before participating through website - <https://www.tenderwizard.com/indianbank>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not

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be accepted except for the documents asked to be submitted physically by bidders (Offline Mode) mentioned under schedule 6 of this tender.

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

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

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

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

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

and dropped in the box provided at the above address after noting the details in the register maintained at the Expenditure Department, so as to reach them within the time stipulated as above (i.e 15.00 hours on 23/11/2020). The Technical quotations will be opened at 15:30 Hrs on 23/11/2020.

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

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

Please note that

- (i) The cost of preparing the proposal including visit / visits to the Bank are not reimbursable.
- (ii) The Bank is not bound to accept any of the proposals submitted and the bank has got the right to reject any proposal and/or cancel the tender without assigning any reason therefor.
- (iii) The bank can extend the last date for submission of bid.
- (iv) The Bank reserves the right to procure the required connections only and not the number of connections taken for identifying the L1 service provider. The requirement may decrease or increase depending on the requirement of the bank during the course of contract and subsequent renewals.
- (v) The L1 vendor will be identified through reverse auction and order will be placed for commissioning of links in 50% of locations. The offer to commission links in 30% of locations mentioned in RFP for L1 price will be given to L2 bidder and the offer to commission remaining 20% of the locations mentioned in RFP for L1 price will be given to L3 bidder. If L2 bidder is not willing to provide the link at L1 Price, then L3 bidder will be offered to provide the link at L1 Price and if L3 bidder is not willing to provide the link at L1 Price, then L4 bidder will be offered to provide the link at L1 Price. If the order is split between three bidders, subsequent locations will be ordered in sequence by giving equal number to identified bidders as per the feasibility submitted by the bidders for the link.

In case if L3 and L4 bidder are not ready to match the L1 price or if the condition arises that only 2 bidders are eligible, the remaining 20% of Links to be commissioned will be divided between L1 & L2 bidders equally; i.e. the order placed to L1 bidder will be for 60% of links to be commissioned and remaining 40% link commissioning order will be placed to L2 bidder at L1 price. If the order is split between two bidders, subsequent locations will be ordered in sequence by giving equal number to identified bidders as per the feasibility submitted by the bidders for the link.

If none of the bidders are ready to match with L1 price, order will be placed with L1 vendor for total number of links mentioned in RFP. Accordingly, Purchase orders will be placed with successful bidders to deliver the link.

- (vi) Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances.
- (vii) Interested Bidders who has submitted the bid, may send their Representative to participate in the Bid Opening Process. After technical evaluation, only the eligible Bidders will be communicated of the date and time of Online Reverse Auction Process, Business Rules for the Auction and the details of the Agency who shall conduct the Reverse Auction.
- (viii) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and kept with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.

**11 Late Bids**

- i. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- ii. The bids submitted by telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. Indian Bank shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on the subject will be entertained.

### About Bank's Network

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

#### **Details about design:**

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



**SECTION – II**
**DESCRIPTION AND GUIDELINES**
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## **1. DESCRIPTION**

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

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

It is advisable to have maximum links with wired last mile as copper/fibre. Wherever the bidder is not in a position to provide wired link, such location may be given Radio Frequency (RF) connectivity/ MPLS over 4G/5G VPN or any other upcoming technology subject to the following conditions.

In case Radio Frequency (RF) connectivity is proposed by the provider, Bank will arrange permission from the landlord wherever required on provision of certificate by the service provider(s) that if infrastructure being installed in bank premises is used only for connecting the branch and will not be used for any other purpose. Bank will provide space and UPS power to Modems/equipments that may be required to implement the connectivity at the last mile at bank's premises. The height of the Pole/tower should not be greater than 9 meters, however in case, the height of pole/tower is more than 9 meters, the permission for such request for exceeding tower/pole height will be considered in exceptional circumstances only and decision of the Bank will be final on such request.

If both wired and RF last mile connectivity is not feasible at the location, bidder may provide MPLS over 4G/5G VPN or any other upcoming technology at the locations, but in such cases the permission from the Bank is must and number of sites for such cases should not increase more than 5% of the total links to be delivered by the Service provider.

The prospective service provider(s) shall establish the MPLS-VPN Network and should be capable of maintaining it for a minimum period of 5 years.

2. **QUALIFICATION CRITERIA FOR BIDDERS**

- a) The Bidder should be a Public/ Private Limited Company and should be in existence in India for the last 3 years (as on 31/03/2020).
- b) The Bidder should have positive net worth for last 3 consecutive years (2017-18, 2018-19, 2019-2020) with minimum annual turnover of Rs. 500 crores during last 2 financial years (2017-18,2018-19)
- c) The Bidder should have at least Two years experience in supplying, installing, commissioning and maintenance of MPLS VPN and should have implemented MPLS VPN in two Public Sector banks in India.
- d) In the last 5 calendar years, the Bidder should have connected at least 1000 sites across India, out of which at least 200 sites should be of a single customer.
- e) The Bidder should submit a Declaration that the entire network infrastructure provided is owned by them or they should be an authorized vendor to use the same till the entire Project Period.
- f) The Bidder should have valid NLD and MPLS-VPN license from regulatory authorities/Govt. of India to provide and operate MPLS connectivity to customers.
- g) Declaration for having 1,00,000 KM own fibre/IRU/Lease basis connectivity network across India.
- h) The Bidder should produce letter of satisfaction on their MPLS VPN service from at least two of their existing customers who have availed MPLS VPN connectivity from them for at least 1 year.
- i) Network Service provider should have its own Network Operations Center (NOC) with network Management System (NMS) to check the uptime of links, health of network devices of at least 500 links. The Bidders NOC should have valid ISO 27001 certification.
- j) Should have and Provide Toll Free number and e-mail id for fault registering within India (number and email id to be intimated).
- k) Should have and provide a web portal to enable the bank to view the status of the circuits, utilization and uptime.
- l) The bidder company shall be having / should have support services in all state capitals, Metros and at all major urban locations all over the country
- m) The Bidder should not have been blacklisted by any Government Dept / PSU / Banks currently.

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

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### 3. Scope of work and deliverables.

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

The successful bidder(s) shall

1) Supply Layer 3 MPLS-VPN bandwidth for Bank connectivity with last mile through wired (copper or fibre)/Radio Frequency (RF)/ MPLS over 4G/5G VPN or any other upcoming technology at the locations and at new locations proposed in future across India. Successful bidder(s) should connect atleast 80% of locations allotted to L1(approximately 1720) , L2 (approximately 1032) & L3 (approximately 688) from the locations mentioned in RFP.

2) The service provider(s) must provide the MPLS links to the Bank that must be on any to any route topology i.e., All of the Bank's sites/Branches should be reachable to each other through MPLS network of the service provider(s) and without touching Bank's DC/DR Site. The routing between devices should be done using BGP or any other protocol as decided by the Bank (if required).

3) Providing of MPLS-VPN bandwidth, establish a separate MPLS Layer 3 network and Integrate with bank's network at all locations. The last mile handoff should be delivered on Ethernet. If at any location V.35 handoff is proposed and if the router has the facility to receive v.35 handoff, the link may be commissioned with v.35 handoff after taking concurrence from the Bank.

4) If the bidder(s) proposes to offer last mile in wireless, then such media should be licensed and the communication on wireless media should be encrypted. If the last mile is on wireless, Service provider has to ensure that no other Radio equipment causes interference to Wireless signals used for Bank's connectivity and the Radio equipment should not be able to trap the signals used for Bank's Network. It is the responsibility of the Service provider to get approvals (if required) for setting up the pole/tower or any other permission required from government or regulatory authorities for providing connectivity to the Bank locations, bank would only facilitate for such required approvals.

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

### 6) Security Considerations

- a) The bidder(s) should confirm that at no point of time the traffic of the Bank will be moving out of the country for monitoring or any other purpose.
- b) **Audit of network:** Should undertake to implement the observations/recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or External Agencies/regulatory authorities within 15 days and any cost on this account shall be borne by the bidder(s). The Network infrastructure of the bidder should be made available for inspection by Bank's Audit team or Authorized Representative of the Bank.
- c) **Management Access:** Details regarding how the management access to the network infrastructure is controlled for troubleshooting access as well as Operation Support Systems (OSS) system access should be given. The communication between the NOC and bank's network should be encrypted.

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- d) The CPEs used in the Network or Networking Equipments used by the bidder(s) in their backbone should comply with the policies laid down by Government of India, Department of Telecommunications or any other regulatory body and should not have any spyware or malware built into it.
- 7) Co-ordinate with Bank's Network Equipment vendor and system integrator for terminating and commissioning of the links at all locations.
- 8) The successful Bidder(s) should prepare, implement and ensure Fallback solution to switch over to DR site as and when required by the Bank.
- 9) Configure automatic fail over using dynamic routing protocol and without disturbing the existing network between Primary and Secondary links at all locations where Primary link is already available and secondary link is being provided through this RFP process.
- 10) The proposed connectivity will also be used as Primary Link or for load balancing/sharing/Unified Communications of Bank's traffic depending upon the convenience of Bank.
- 11) To enable the bank's System, Integrator to design and architect IP addressing scheme for the bank (if required).
- 12) Devise formats in consultation with the Bank for Feasibility request, Feasibility completion, Link commissioning, Request for removal / modification of infrastructure, scheduled downtime etc.
- 13) Provide escalation matrix for issues in Provisioning of Links and maintenance of links.
- 14) Liaise with authorities for any approvals, network diagram etc.
- 15) All the CPE devices provided in the Network and their internal components should be new and original.
- 16) Create and provide access to dashboard on progress of implementation of orders placed with them, status of links and their services along with suitable, executive summaries.
- 17) Upgradation of Bandwidth:**  
Any Upgradation in the bandwidth requirements at any of the locations has to be made available within 14 days from the date of work order/PO and the same should be **provided after the working hours at the respective location with pre-determined downtime, in consultation with Bank, not exceeding four hours** for the existing systems and network. Also the Upgradation in Bandwidth on demand should be provided, wherever feasible, without any change in the media already provided.
- 18) Shifting of Links:**  
Whenever bank wishes to shift the location of any site, the links should be shifted to the new site within 1 weeks if last mile proposed is on copper/fiber & within 2 weeks if last mile proposed is on RF. The charges for shifting of links irrespective of the type of the last mile connectivity/Bandwidth should be quoted by the provider in the Commercial Bid.
- Also the successful bidder should co-ordinate with Bank's System Integrator/Network equipment vendor to shift to the new locations.
- Whenever the bank wishes to relocate the link/infrastructure within the premises of the bank (e.g. shifting of link from the banking hall to ATM room, shifting of infrastructure from first floor to second floor etc.), the same should be arranged **without any extra cost**.

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

Once the link is surrendered the service provider should de-install all the equipments/accessories provided for the surrendered link within 7 days from the surrender date. Bank would not be responsible for the equipments/accessories of the surrendered link after the said period.

**20) Non-functioning of Links:**

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

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

**21) Links for New locations:**

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

**22) Conversion of links:**

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

**4. TIME FRAME FOR COMPLETION OF THE PROJECT**

- a) The order for 50% of the total locations mentioned in the RFP will be placed to L1 bidder. The offer to commission links in 30% of total locations mentioned in RFP for L1 price will be given to L2 bidder and the offer to commission links in the remaining 20% of locations mentioned in RFP for L1 price will be given to L3 bidder.
  - i) The service providers will have to submit the L1 & L2 feasibility of the locations along with the mode of last mile connectivity (Wired/Wireless) and RF tower/pole within 7 days from the intimation given by the Bank to service providers.
  - ii) After the submission of the L1 and L2 feasibility as mentioned above in point (i), the purchase order for link commissioning at the locations will be placed to respective service providers as per the feasibility submitted and criteria set in the RFP for the Service providers. Bank's decision will be final for placing the purchase order for the respective locations to the respective service providers.
  - iii) In case service provider's delays to provide the L1 and L2 feasibility as per the timeline mentioned above in point (i), the same will be considered under liquidated damages (LD) for the commissioning of link and delay will be considered for charging penalty under LD.

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- iv) Link commissioning at all the locations for which Purchase order has been placed by the Bank are to be completed within 3 weeks from the date of issue of Purchase order / commissioning instruction by the Bank.
- b) Link commissioning at DC / DR Site should be completed within 2 weeks from the date of issue of Purchase Order/ commissioning instruction by the Bank.
- c) The monitoring and maintenance of links should start from the day of commissioning of link

## 5. SPECIFICATIONS OF SERVICES

### a) Likely initial Bandwidth requirements

Bandwidth Required with 100% bandwidth availability (highest class with data and voice)	No of locations	Termination
2 Mbps MPLS VPN	4300 (Approximately)	Ethernet-Copper
1 Gbps MPLS VPN(DC/DRS) for L1 bidder	2	Ethernet-Fiber-Multimode-LC
500 Mbps MPLS VPN(DC/DRS) for L2 bidder	2	Ethernet-Fiber-Multimode-LC
300 Mbps MPLS VPN(DC/DRS) for L3 bidder	2	Ethernet-Fiber-Multimode-LC

### b) Uptime requirements

Location	Link bandwidth with 100% bandwidth availability (highest class with data and voice)	Monthly Uptime required	Mean Time to Recover (MTTR) in hours
Branches	2 Mbps(1:1)	99.00%	3.00
DC/DR site	1 Gbps(1:1)/ 500 Mbps (1:1)/ 300 Mbps(1:1)	99.99%	1.00

### c) The SLA for maintenance of links are:-

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

The network uptime shall be computed as under:

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



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

2. TH = Total hours

3. DH = Downtime hours

**Penalty:**

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

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

The down time commence and will be calculated after allowing applicable MTTR.

SLA clauses are applicable for the Link Uptime excluding CPE (Routers) downtimes

If the utilization of the backhaul bandwidth provided by the service providers exceeds 70% of the total bandwidth provided, the service provider should increase the backhaul bandwidth accordingly to keep the utilization below 70% at any given point of time. Such instances with the duration less than 30 minutes may occur for 3 times in a month. Penalty will be deducted @ 10% of the total monthly rental charges payable for all the locations for every instance exceeding above mentioned timelines.

Note: Every 30 minutes will be counted as 1 instance for Calculation of Penalty.

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

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

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

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

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

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

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



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

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

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

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

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

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

**Other Service Requirements:**

- Successful Bidder(s) should provide redundant link to the Data Centre and DR Site (free of cost) through connection to 2 different PoPs/link under ring topology through two different routes.
- Whenever the converging bandwidth reaches the threshold limit (70%) of bandwidth presently provided at Data centre /DR site, necessary upgradation of primary & Secondary Backhaul bandwidth at these centres should be provided by the bidder accordingly to keep the utilization below 70% at any given point of time without incurring any additional cost to the bank.
- **The Successful Bidder(s) should ensure that the Backbone and bandwidth including the last mile is not through BSNL/ MTNL lines**, as the Bank wants total redundancy at service provider level.
- **Internet Traffic:** The WAN traffic of Bank should be totally separated from internet traffic and the links should not connect to Internet at any point. The bidder(s) should ensure the separation of traffic. The architecture diagram showing the network topology of banks network and the service provider's internet network should be provided.
- **Last-Mile Connectivity (Wireless or Wired Technologies):** Wired as well as Wireless technology options for last mile connectivity should be explicitly stated along with its support for data security.
- Should enable the network for functioning of all the client-server, web based applications deployed/to be deployed by the Bank. The network should be enabled for functioning of videoconferencing on IP etc.
- Based on the requirements of the bank the Service provider(s) should migrate the network to IPV6 without any additional charges to the Bank.
- **Criteria for completion and acceptance tests:** Acceptance tests will be carried out after the completion of the implementation and delivery of link at each location. Bank will carry out acceptance tests at each location and certify completion based on the results of the tests.
- **Demonstration of the Acceptance Test:**

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- i) Ping from any location to any location including Data Center and DR site for 1000 packets without disruptions. The size of ping echo packet will be 100 bytes, with less than 50 ms response time, under no load conditions. Any response greater than 100ms for 1 hour or more will be considered as down time.
- ii) Demonstration of jitter sensitive and delay intolerant transport for voice, and video whenever the bank uses them.
- iii) Liaison and co-ordinate with System integrator of the Bank to demonstrate end-to-end IPsec tunnel (business data/mail).
- iv) Liaison with System integrator of the Bank to demonstrate link redundancy/fail over and fall back.
- v) The acceptance means Core banking and ATM applications are running successfully at a particular location through Successful Service Provider(s) link.
- Bank will have right to inspect the remote NOC of service provider.
  - Ensure the availability of hardware, software, manpower and other facilities required to manage and monitor the network to meet the agreed SLA terms.
  - Monitor and manage all links for strict compliance with SLA, QoS and security requirements. The monitoring should also be done from the service providers own NOC using SNMP V3.
  - Provide 24x7 support for all users for maintaining and integrating the network.
  - If required by the Bank, the service provider should be able to publish NMS reports. The NMS reports for the mentioned period should be submitted to the Bank on demand as and when required by the Bank. The required reports may contain utilization, response times of link, uptime reports, number of connectivity's in the MPLS cloud etc.

**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 11.30 hours IST on **04.11.2020**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

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

In case the Probable Bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e Rs.10,000/- (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai. Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc, to Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour. Remarks while making transaction to be written as : Company Name\_ Bid Fee\_ RFP NO.

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 6 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 choose to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline mode or can transfer the amount in the account mentioned in schedule 6, apart from uploading the scanned DD document/proof of online transfer during e-tendering.

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

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:

[NAVEEN.NIGAM@indianbank.co.in](mailto:NAVEEN.NIGAM@indianbank.co.in)

[RAMAN.YADAV@indianbank.co.in](mailto:RAMAN.YADAV@indianbank.co.in)

[shiju.kk@indianbank.co.in](mailto:shiju.kk@indianbank.co.in)



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[skkarna55966@indianbank.co.in](mailto:skkarna55966@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://www.tenderwizard.com/indianbank> and informed vide mail to the bidders who have raised queries.

### 3. Amendment of bidding documents

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

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

### 4. Documents constituting the bid

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

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

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

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

#### A. TECHNICAL BID

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

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

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

Note: All the documents and certificates as per Section VI (Except formats – 8,9,13 & 14) should be submitted along with the technical bid.

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

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

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

**5. Bid Security (Earnest Money Deposit)**

- The Bidder should upload at the time of online submission of Bid, as part of its bid, a bid security in the form of a bank guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the Bidding Documents (format-5 in Section VI) for a sum of Rs. 10,00,000/- (Rupees Ten lakhs only) and valid for 135 days from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required.
- Unsuccessful Bidders' Bid Security will be discharged or returned.
- The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the performance security.
- The bid security may be forfeited if :
  1. If a Bidder withdraws its bid during the period of bid validity
  - or
  2. In the case of a successful Bidder, if the Bidder fails to sign the Contract within the specified time from the date of issue of purchase order, or to furnish performance security.

**6. Period of validity of bids**

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

**7. Format and signing of Bid**

- All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

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- Any interlineations, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

#### 8. Sealing and marking of Bids

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

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

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

bear the name ‘**Providing MPLS connectivity for Wide Area Network - PART I (Technical Bid)**’ and a statement: “**DO NOT OPEN BEFORE 23/11/2020**”, to be delivered within the time and the date specified below.

#### 9. Deadline for submission of Bid

- Deadline for bid submission is: **23/11/2020- 15.00 hours**. The bid document along with required enclosures should be submitted either in person or it can be sent by post but it should reach the concerned office on or before **15:00 hrs on 23/11/2020**.
- In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- The Bank may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents, in which case all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the Bidder.

#### 10. Opening of bids by Bank

- The Bank will open the Part I of the bid (Technical bid) in the presence of officers authorised for the purpose and bidders’ representatives at **15:30 hours on 23/11/2020**.
- Bank shall call the commercial bids through Reverse Auction. Advance intimation will be given to all qualifying bidders of commercial bid about the date and time of reverse auction.
- The Bidders’ names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

#### 11. Clarification of Bids

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



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## 12. Evaluation Methodology

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

### 12.1

#### Commercial evaluation

- Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction to identify L1 (lowest quoted) Bidder for awarding contract.
- The comparison shall be between the price quoted. The price should be
  - a. Inclusive of all Duties, Levies, Freight, Insurance, Delivery, Installation etc.
  - b. Exclusive of GST.



- The offer to commission links in 30% of locations mentioned in RFP for L1 price will be given to L2 bidder. If L2 bidder is not willing to provide the link at L1 Price, then L3 bidder will be offered to provide the link at L1 Price and if L3 bidder is not willing to provide the link at L1 Price, then L4 bidder will be offered to provide the link at L1 Price. If none of the bidders are ready to match with L1 price, order will be placed with L1 vendor for total number of links mentioned in RFP.
- Similarly the offer to commission links in the remaining 20% of locations mentioned in RFP for L1 price will be given to L3 bidder. If L3 bidder is not willing to provide the link at L1 Price, then L4 bidder will be offered to provide the link at L1 Price .
- In case if L3 and L4 bidder are not ready to match the L1 price or if the condition arises that only 2 bidders are eligible, the remaining 20% of Links to be commissioned will be divided between L1 & L2 bidders equally; i.e. the order placed to L1 bidder will be for 60% of links to be commissioned and remaining 40% link commissioning order will be placed to L2 bidder at L1 price.
- If none of the bidders are ready to match with L1 price, order will be placed with L1 vendor for total number of links mentioned in RFP.

### 13. Splitting of Order

The initial quantity of links will be split in the ratio of 50:30:20 between L1, L2 & L3 bidders,

If the order is split between three bidders, subsequent locations will be ordered in sequence by giving equal number to identified bidders as per the feasibility submitted by the bidders for the link.

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

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

### 15. Bid Proposal and Ownership

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

### 16. Bid Pricing Information

By submitting a signed bid, the Bidder certifies that the Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

**17. Disclaimer**

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

**18. Negotiation**

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

**19. Signing of Contract**

Within 15 (fifteen) days of acceptance of the Purchase Order, the successful Bidder(s) shall sign and date the Contract and return it to the Bank (Format- 6 in section VI). Acceptance of purchase order should be submitted within 7 days from the date of issue of purchase order.

**20. Performance Security**

- Within 15 (fifteen) days of the acceptance of purchase order issued for the project by the Bank, the successful Bidder(s) shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents (format -7 in Section VI) for 10 % of the contract amount valid for a period of sixty six months (with further one month claim period), in the form of a Bank Guarantee.
- The performance security submitted by the successful bidder(s) shall be invoked by the Bank as compensation for any loss resulting from the successful bidder's failure in completing their obligations under the Contract.
- Failure of the successful Bidder(s) to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.
- The performance security will be discharged by the Bank and returned to the Successful bidder(s) not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.

**SECTION IV**
**CONDITIONS OF CONTRACT**
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## 1. DEFINITIONS

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

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

## 1.2 Law governing the Contract

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

## 1.3 Language

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

## 1.4 Address for communication

The address of the Bank is:

Information Technology Department  
Indian Bank, Head office, 2<sup>nd</sup> floor,  
66, Rajaji Salai, Chennai -600001  
Phone Nos. 044-2527 9816/44/45  
e-mail : [NAVEEN.NIGAM@indianbank.co.in](mailto:NAVEEN.NIGAM@indianbank.co.in)  
[RAMAN.YADAV@indianbank.co.in](mailto:RAMAN.YADAV@indianbank.co.in)  
[shiju.kk@indianbank.co.in](mailto:shiju.kk@indianbank.co.in)  
[skkarna55966@indianbank.co.in](mailto:skkarna55966@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

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

## 2. OBLIGATIONS OF THE BIDDERS

### 2.1. Confidentiality

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

### 2.2. Reporting obligations

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

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

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

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

## 3. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

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

## 4. PAYMENT TERMS

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

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

- Original copy of Invoice with Xerox copy showing the details of rental period etc.
- Monthly uptime/Downtime report with proof.
- Letter from the service provider for claiming payment.

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- d) For the links for which the payment is claimed for the first time the link commissioning report from the Branch. Initial payment will be released only after successful commissioning of 80% of the locations ordered by the service provider.

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

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

## 5. LIQUIDATED DAMAGES

The SLA for provisioning of links are:-

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

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

If the items delivered could not be installed for reasons attributable to the Bank, the same should be recorded and submitted to our office in writing. If acceptable to the Bank, the Bank may condone the damages for delay for reasons that can be attributed to Bank. In case, the LD reaches 10% as above, the Bank reserves the right to terminate the contract and invoke all the BGs submitted by the service provider.

## 6. CONTRACT PERIOD

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

## 7. TERMINATION FOR DEFAULT

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

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

'For the purpose of this clause:

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**“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.

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

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

## 8. FORCE MAJEURE

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, “Force Majeure” means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

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

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



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#### 9. TERMINATION FOR CONVENIENCE

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

#### 10. SETTLEMENT OF DISPUTES

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

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

- (a) In case of dispute or difference arising between the Bank and the Successful bidder(s) relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder(s); the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.



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- (b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

10.5 Notwithstanding any reference to arbitration herein,

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

#### 11. LIMITATION OF LIABILITY

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

This limit shall not apply to third party claims for

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

#### 12. APPLICABLE LAW

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

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

The Successful bidder(s) has to submit attendance, salary, appointment letters etc. Of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services

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and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

**14. Adoption of Integrity Pact**

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

Shri. BrahmDutt, IAS (Retd)	Shri. Balraj Joshi, Former CMD of NHPC
Email: dutt.brahm@gmail.com	Email: balrajjoshi@hotmail.com

**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://www.tenderwizard.com/indianbank> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.

3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.

4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.

5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.

6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.

7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.

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8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.

9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.

10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 4, however physical documents, to be submitted offline, can be submitted on the next working day up to 03.00 PM on next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.

11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

## 2.2. REGISTRATION

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

The following steps are to be followed during the registration process

- Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- Upload the scan copy of the PAN Card and GST Registration certificate
- Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- After verification by department/service provider, the id will be activated.
- At the first login, DSC details will be automatically captured by the system.
- 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. Antares Systems Limited.

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

**Support Desk Contact Details**

M/s. Antares Systems Limited

#24, Sudha Complex, 3rd Stage, 4th Block

Basaveshwaranagar, Bangalore – 560 079.

Support Contact No. 080-40482100

Support Email: [gunaseelan.m@antaressystems.com](mailto:gunaseelan.m@antaressystems.com)

**2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL**

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

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

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

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

**2.4. BID RELATED INFORMATION**

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

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

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## 2.5. OFFLINE SUBMISSIONS

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

a) Earnest Money Deposit/Bid Security b) DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 6.

c) Integrity Pact

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

The bidder is requested to submit the original documents in a Sealed Envelope on or before 23/11/2020, 03.00 PM to the address mentioned under schedule 6 of this tender. The envelope shall be super scribed as “**Providing MPLS connectivity to Wide Area Network**” and the words ‘DO NOT OPEN BEFORE (23/11/2020 at 03.30 PM)’.

## 2.6. OTHER INSTRUCTIONS

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

**The following ‘Four Key Instructions’ for bidders must be assiduously adhered to**

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

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

**SECTION VI**
**BID FORM, PRICE SCHEDULES AND OTHER FORMATS**
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**1. TECHNICAL BID**

Date:

To

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

Dear Sir,

**Sub: Providing MPLS connectivity to Wide Area Network.**
**Ref: RFP: CO/ITD/CNW/1382/R1/2020-21 dated 29/10/2020.**

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

**SPECIFICATIONS**
**Technical Specifications for MPLS leased lines:**

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



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

	by the bidder in their backbone should comply with the policies laid down by Government of India, Department of Telecommunications and should not have any spyware or malware built into it.	
22	Shall publish NMS reports for bandwidth utilization and prove SLA compliance.	
23	Shall provide reports on service's performance including throughput, delay and loss parameters etc	
24	<b>Demonstrable of the Acceptance Test</b> i) Ping from any location to <b>any location including data centre and DR site</b> for 1000 packets without disruptions. The size of ping echo packet will be 100 bytes, with less than 50ms response time, under no load conditions. Any response greater than 100ms for 1 hour or more will be considered as down time. ii) Demonstration of jitter sensitive and delay intolerant transport for voice, and video whenever the bank uses them. iii) Liaison and co-ordinate with System integrator of the Bank to demonstrate end-to-end IPSec tunnel (business data/mail). iv) Liaison with System integrator of the Bank to demonstrate link redundancy/fail over and fall back. v) Setup remote management and generate sample-simulated reports from remote NOC. vi) The acceptance means Core banking and ATM applications are running successfully at a particular location through Successful Service Provider link .	
25	<b>MIS Reports</b> a) VPN Links view: NMS shall monitor all VPN links by providing detailed view of all interfaces, with traffic, utilization, and error statistics, which helps to gain visibility into the performance of VPN. b) Interface Availability: It shall show Availability report having interface daily, weekly, monthly or custom period basis to measure network level availability. These details should be shared whenever Trouble Ticket is generated by Bank/Service Provider. c) Interface Traffic statistics: It shall show Graphs & reports of interface traffic and utilization statistics to analyze network usage for bank to plan for additional capacity. Alerts have to be sent through mail or ported in NMS portal. d) Interface errors: Service Provider shall provide PE interface errors to quickly identify faulty interface and take corrective action when the issue is reported on mail or a trouble ticket raised in case of any issues. e) NMS shall have out of the box tools as per the NMS	

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	<p>parameters requested in RFP. Data Collection should be possible on MIB Expressions using specific formulas like Utilization of Links in Kilo Bits Per Second, Mega Bits Per Second</p> <p>f) NMS- MIS reports on utilization, response times of link, uptime reports, number of connectivity's in the MPLS cloud, addition and deletion of the connections should be submitted manually or ported in NMS portal on monthly basis or whenever required by the Bank without any errors.</p> <p>g) Real time and Historical web based reports and web based monitoring through portal should be provided to the Bank with maximum delay of 15 minutes</p> <p>h) The required data/reports/information should be provided, as and when asked by Bank.</p>	
26	Any Upgradation in the bandwidth requirements at any of the locations has to be made available within 14 days from the date of work order and the same should be provided after the working hours at the respective location with pre-determined downtime, in consultation with Bank, not exceeding four hours for the existing systems and network. Also the Upgradation in Bandwidth on demand should be provided, wherever feasible, without any change in the media already provided.	
27	Whenever bank wishes to shift the location of any site, the links should be shifted to the new site as per the requirement of bank.	
28	When the location which is connected using Wireless last mile and if subsequently wired connectivity become feasible the vendor have to convert the last mile to wired link	

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

**List of deviations from the required specifications:**

1)

2)

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

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

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

We submit that we abide by the details given above.

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

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the contract amount for the due performance of the Contract, in the form prescribed by the Bank.

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

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

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

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

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

Dated this ..... day of ..... 2020

.....  
Signature:

Mobile No.  
Email :

(In the Capacity of)

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

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**29/10/2020**
**2. Bidder Profile**

<b>General</b>			
Company Name			
Name of the CEO			
Name of the Principal Banker and address			
Holding Company or Parent Company (if any)			
If holding Company, the name of the Parent Company			
Company's address Head Office:			
Chennai Office:			
<b>Head Office</b> Phone, fax, E-Mail <b>Chennai Office</b> Phone, fax, E-Mail			
Please provide details of ownership: private/public; Holding company, If any.			
Top 3 shareholders			
No. of Years in NETWORKING business			
Name of the Contact person			
Phone / Mobile/ FAX			
<b>Financial Background (in Crores)</b>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-20</u>
Turnover			
Net Profit After TAX			
Total Assets			
Total Liabilities			
<b>Network</b>			
Total number of POPs			

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**3. SELF DECLARATION – BLACKLISTING**

Ref. RFP: CO/ITD/CNW/1382/R1/2020-21 dated 29/10/2020.

Date:

To

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

Dear Sir,

**Sub: Providing MPLS connectivity to Wide Area Network.**

Ref: RFP: CO/ITD/CNW/1382/R1/2020-21 dated 29/10/2020.

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:**

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**29/10/2020**
**4.CLIENTS' REFERENCES**

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

Name of the client	
Total Value of the project given to the Company	
Contact person from the client side for reference purpose on details of this project	
Contact Phone Nos. of the Client	
Nature of the Project (Please tick the relevant points)	<ul style="list-style-type: none"> <li>• Design of the Network</li> <li>• Provision of leased lines</li> <li>• Implementation of the network</li> <li>• Network Monitoring</li> <li>• Maintenance of the network links</li> <li>• Maintenance of the network equipment</li> </ul>
No. of remote sites implemented in the project	
Professional staff provided by your firm for the project	
Duration of the project	
Details of the Network equipment used in the project Routers: Modems:	
Any other relevant details on the project	
Letter of Satisfaction	Copy of letter to be Enclosed



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## 5. BID SECURITY FORM

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

KNOW ALL PEOPLE by these presents that we ..... (name of bank) of ..... (name of country), having our registered office at ..... (address of bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 202 \_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

(Signature of the Bank)

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

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

**REF: CO/ITD/CNW/1382/R1/2020-21**
**29/10/2020**
**6. CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 202... Between Indian Bank (hereinafter "the Bank") of the one part and..... (Name of Supplier) of..... (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

**WHEREAS** the Bank invited bids for certain Goods and ancillary services viz.,..... (Brief Description of Goods and Services) and has accepted a bid by the Successful bidder for the supply of those goods and services in the sum of..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

Contract period shall be minimum five years from the ..... day of 202.. (date of acceptance of purchase order) and will be reviewed annually

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

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

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

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

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

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

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

**REF: CO/ITD/CNW/1382/R1/2020-21**
**29/10/2020**
**7. PERFORMANCE SECURITY FORM**

Bank Guarantee No.

Date

:

To : INDIAN BANK, Chennai, INDIA :

**WHEREAS** ..... (Name of Supplier) hereinafter called "the Vendor") has undertaken, in pursuance of Contract No..... dated,..... 202... to.....(Description of Goods and services) (hereinafter called "the Contract").

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

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

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

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

This guarantee is valid until the .....day of.....202.....

Signature and Seal of Guarantors

.....  
 Date.....202.....  
 Address:.....  
 .....

**NOTE :**

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

**REF: CO/ITD/CNW/1382/R1/2020-21**
**29/10/2020**
**8 .COMMERCIAL BID FORMAT (To be submitted after Online Reverse Auction)**
**Ref. RFP: CO/ITD/CNW/1382/R1/2020-21 dated 29/10/2020.**
**TO**
**Date:**
**Indian Bank**  
**Corporate Office,**  
**Expenditure Department, First Floor**  
**254-260, Avvai Shanmugam Salai,**  
**Royapettah, Chennai, PIN 600 014**
**Dear Sir,**
**Sub: Providing MPLS connectivity to Wide Area Network.**
**Ref: Bid Document No. RFP: CO/ITD/CNW/1382/R1/2020-21 dated 29/10/2020.**

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

**Price Schedule:**
**(I) CONNECTIVITY CHARGES:**

Bandwidth Required with 100% bandwidth availability (highest class with data and voice)	No of locations (A)	Annual charges per location in Rs. (B) #	Total rental charges for 5 years for all the locations in Rs. $C = 5 \times (A \times B)$ #
2 Mbps MPLS VPN	4300		

**(II) SHIFTING CHARGES:**

Type of Shifting	Qty @ (D)	One time charges (E)# in Rs.	Total one time charges in Rs. $F = (D) \times (E)$ #
Shifting outside the premises within the city	100*		

\*The quantity mentioned above for shifting is only to arrive L1 price. The actual quantity may vary (i.e. it may be more or less than the quantity mentioned). The rates for the changed quantity whether less or more will be same as quoted price.

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**29/10/2020**
**III) SUMMARY**

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

(# Exclusive of GST)

Note :

1. The L1, L2 & L3 Bidders has to match the rates table-wise. The lowest rates among L1 , L2 and L3 bidders (Table wise), will be taken into account for finalizing and the commercial and order will be placed accordingly.
2. Installation and equipment charges to be included in the above annual charges. Bank will not pay one time charges and costs towards equipments separately.
3. Additional links will be provided at the rates quoted above.
4. If there is any reduction in bandwidth charges in market/Govt/TRAI then same has to be passed on to the bank.

**(IV) Spare Parts (Cost not to be included in Reverse Auction Price)**

S.No.	Spare Part	Unit	Amount (in Rs.)#
1.	Outdoor Unit		
2.	POE		
3.	Cable	Meters	
4.	Any other.....		
5.	Any other.....		

# Exclusive of GST

The purchase order for the spare parts will be given only in case if the equipment will be damaged due to reason attributable to bank. The lowest rates quoted among the L1 or L2 or L3 bidders will be considered and Bank reserves the right to negotiate the unit price of the spare parts. The total cost of the spare should not exceed 2 times the cost of ARC for the 2 Mbps bandwidth (for branch /office locations in Table - I)

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

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


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

Date :

**Sub: Certificate of commissioning of equipment**

1. This is to certify that the services as detailed below has/have been received in good condition (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.
  - (a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_
  - (b) Description of the services \_\_\_\_\_
  - (c) Quantity \_\_\_\_\_
  - (d) Date of delivery \_\_\_\_\_
  - (e) Date of commissioning and proving test \_\_\_\_\_
2. The acceptance test has been done to our entire satisfaction
3. The Successful bidder has fulfilled its contractual obligations satisfactorily or  
The Successful bidder has failed to fulfill its contractual obligations with

regard to the following:

(a)

(b)

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation with stamp \_\_\_\_\_

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**10. FORMAT FOR PRE-BID QUERIES**

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



**REF: CO/ITD/CNW/1382/R1/2020-21**
**29/10/2020**
**11. CHECKLIST FOR DOCUMENTS TO BE SUBMITTED BY THE BIDDER**

S. No.	Item Description (Tick <b>Yes</b> if the item is attached, else <b>No</b> )	Submitted
1.	Signed Technical Bid Document with Addendas	Yes / No
2.	Proof of Authorised Signatory	Yes / No
3.	Proof of Public/Private Limited Company (Copy of Certificate of Incorporation)	Yes / No
4.	Proof of positive net worth for last 3 consecutive years (2017-18, 2018-19 and 2019-20) with minimum annual turnover of Rs. 500 crores during last 2 financial years (2017-18,2018-19) (Attested copy of positive net worth by authorised CA to be submitted)	Yes / No
5.	Proof of having atleast Two years experience in supplying, installing, commissioning and maintenance of MPLS VPN and having implemented MPLS VPN in two Public Sector Banks in India(Copy of purchase order issued by Banks/ Financial Institution)	Yes / No
6.	Proof for having connected atleast 1000 sites across India, out of which atleast 200 sites should be of a single customer	Yes / No
7.	Proof for valid NLD and MPLS- VPN license from regulatory authorities/Govt. of India to provide and operate MPLS connectivity to customers.	Yes / No
8.	Declaration for having 1,00,000 KM own fibre/IRU/Lease basis connectivity network across India.	Yes / No
9.	Letter of Satisfcation on MPLS VPN service from atleast two existing customers who have availed MPLS VPN connectivity for atleast 1 year.	Yes / No
10.	Copy of Valid ISO 27001 certification for NOC.	Yes / No
11.	Proof for having support services in all state capitals, Metros and at all major urban locations all over the country	Yes / No
12.	Declaration for Blacklisting	Yes / No
13.	DD for Application Form	Yes / No
14.	BID Security Form (Bank Guarantee only)	Yes / No
15.	Vendor Profile Form	Yes / No
16.	Client Reference	Yes / No

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

## 12. 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.

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- 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.
  - 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 credibility in question, the Bank is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process.

**Section 4- Compensation for Damages**

14.1.1 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.

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14.1.2 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.

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

**Section 10-Examination of Books of Accounts**

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

**Section 11- Other provisions**

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

The parties hereby sign this Integrity Pact at .....On .....

..... (For & On behalf of the Bank)  
 (For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Place -----

Date -----

Date -----

Witness 1:

Witness 1:

(Name &amp; Address) -----

(Name &amp; Address) -----

 -----  
 -----

 -----  
 -----

Witness 2:

Witness 2:

(Name &amp; Address) -----

(Name &amp; Address) -----

 -----  
 -----

 -----  
 -----



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### 13. NON DISCLOSURE AGREEMENT

**THIS AGREEMENT** made and entered into at .....on this the.....day of.....2020 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

#### AND

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

#### WHEREAS

The Bank is interiliac engaged in the business of banking and has engaged M/s..... Limited to manage, monitor the bank network and maintain bank network equipment and provide allied services.

In the course of business relationship/engagement, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

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

#### 1. Confidential information

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

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

#### 2. Use of Confidential Information

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

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

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



### 3. Exemptions

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

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

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

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

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

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

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

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

### 4. Term

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

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

### 5. Title and Proprietary rights

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

### 6. Return of confidential information

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

### 7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which

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monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

#### 8. Entire agreement

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

#### 9. Severability

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

#### 10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

#### 11. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Chennai.

#### 12. Governing laws

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

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

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:

#### 14. Service Level Agreement

**THIS AGREEMENT** made the .....day of ..... 2020 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter called “the Purchaser” or “Bank”) of the one part and M/s \_\_\_\_\_, 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.CO/ITD/CNW/1382/R1/2020-21 dated 29/10/2020 for certain Goods and ancillary services viz Providing MPLS Connectivity for Wide Area Network and has accepted a bid by the Supplier for the provision of those goods and services in the sum for Rs. \_\_\_\_\_/- (Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The SLAs have been logically segregated in the following categories:

- The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected from the selected bidder during the implementation and its subsequent support for the project period.
- The penalty charges shall be deducted from the payment due to the supplier. In case the penalty charges exceed the overall payment due to the service provider in such case bank reserves the right to invoke the performance security submitted by successful bidder.
- Service Levels: The SLAs have been logically segregated in the following categories:

#### SPECIFICATIONS OF SERVICES

##### a)Likely initial Bandwidth requirements

Bandwidth Required with 100% bandwidth availability (highest class with data and voice)	No of locations	Termination
2 Mbps MPLS VPN	4300 (Approximately)	Ethernet-Copper
1 Gbps MPLS VPN(DC/DRS) for L1 bidder	2	Ethernet-Fiber-Multimode-LC
500 Mbps MPLS VPN(DC/DRS) for L2 bidder	2	Ethernet-Fiber-Multimode-LC
300 Mbps MPLS VPN(DC/DRS) for L3 bidder	2	Ethernet-Fiber-Multimode-LC

##### b)Uptime requirements

Location	Link bandwidth with 100% bandwidth availability (highest class with data and voice)	Monthly Uptime required	Mean Time to Recover (MTTR) in hours
Branches	2 Mbps(1:1)	99.00%	3.00
DC/DR site	1 Gbps(1:1)/ 500 Mbps (1:1)/ 300 Mbps(1:1)	99.99%	1.00

**REF: CO/ITD/CNW/1382/R1/2020-21**
**29/10/2020**
**c) The SLA for maintenance of links are:-**

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

The network uptime shall be computed as under:

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

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

2. TH = Total hours

3. DH = Downtime hours

**Penalty:**

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

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

The down time commence and will be calculated after allowing applicable MTTR.

SLA clauses are applicable for the Link Uptime excluding CPE (Routers) downtimes

If the utilization of the backhaul bandwidth provided by the service providers exceeds 70% of the total bandwidth provided, the service provider should increase the backhaul bandwidth accordingly to keep the utilization below 70% at any given point of time. Such instances with the duration less than 30 minutes may occur for 3 times in a month. Penalty will be deducted @ 10% of the total monthly rental charges payable for all the locations for every instance exceeding above mentioned timelines.

Note: Every 30 minutes will be counted as 1 instance for Calculation of Penalty.

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

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

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

**REF: CO/ITD/CNW/1382/R1/2020-21****29/10/2020**

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

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

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

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

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

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

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

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

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

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