



CO: INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014
Date: 11/02/2022

Ref: CO/ITD/CNW/2601/R1/2021-22



REQUEST FOR PROPOSAL (RFP)

FOR

Providing 4 Gbps WAN Connectivity between Data Center @Chennai & DR site @Mumbai

Date and time of Pre Bid Meeting	16/02/2022 at 03:00 PM
Last Date for receipt of bids	04/03/2022 at 03:00 PM
Date and time of opening Technical bids	04/03/2022 at 03:30 PM

Issued By:

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SCHEDULE

1)	Tender Reference Number and Date	RFP No. Ref: CO/ITD/CNW/2601/R1/2021-22 dated 11/02/2022
2)	Last date and time for seeking Pre-bid clarifications/ queries through email <u>NAVEEN.NIGAM@indianbank.co.in</u> <u>RAJIVE.RASTOGI@indianbank.co.in</u> <u>RAJESH.JADON@indianbank.co.in</u> <u>VISHAL.VERMA@indianbank.co.in</u>	15/02/2022 by 05:00 PM
3)	Last Date & Time for submission of Bids in Online & Offline Mode	04/03/2022 at 03:00 PM Address for physical submission Chief Manager Indian Bank, Head Office, IT Department, Second Floor, 66 Rajaji Salai, Chennai - 600001 URL for online submission: https://www.tenderwizard.in/indianbank
4)	Documents to be submitted Online	a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures f. Compliance to Technical Specifications. g. Any other information sought by the Bank with relevant to this tender



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5)	Documents to be submitted physically/online by Bidders	<p>1. DD towards Cost of bid document (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.):</p> <p>Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>2. Earnest Money Deposit/Bid Security 3. Integrity Pact</p> <p>Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof along with declaration as per annexure-X for claiming exemption for point no. 1 & 2.</p>
6)	Earnest Money Deposit/Bid Security	<p>Rs.10,00,000/- (Rupees Ten lakhs only)</p> <p>Valid for 225 days from the last date for submission of Bid in the form of a Bank Guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank.</p> <p>(Mode of submission: Offline)</p>
7)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	04/03/2022 at 03:30 PM
8)	Date of Online Reverse Auction (Part II)	Will be intimated to technically qualified through email after technical evaluation of the bids submitted.
9)	RFP Cost	Non-refundable Rs.10,000/- in the form of DD favouring "Indian Bank". (Alternatively bidders can transfer the cost of bid document in the following account number through



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		<p>NEFT/RTGS/IMPS/UPI etc.): Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>Mode of submission: (Offline for DD/Online for e-transfer)</p>
10)	Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s. Antares Systems Limited through website https://www.tenderwizard.in/indianbank</p>

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

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

If a holiday is declared on the date mentioned above, the bids shall be received /opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.



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**SECTION – I
REQUEST FOR PROPOSAL (RFP)**

The Bank is proposing to connect Data center @Chennai and DR site @Mumbai, Chennai using 4 Gbps WAN links.

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

Interested eligible bidders may submit their quotation for Providing 4 Gbps WAN connectivity between Data center, Chennai and DR site Mumbai, as specified in Part-I as per the following procedure:

1. Bidders should enrol/register before participating through website - <https://www.tenderwizard.in/indianbank>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted.
2. Part I contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered. The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.
3. Part II – Commercial will be called through Online Reverse Auction Process. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction. Part II price breakup details to be submitted after online reverse auction process.
4. Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.



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

6. **Make in India**

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/2/2017-PP (B.E.-II) dated 29th May 2019, revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. . P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020 and all other notices and clarification related to Make in India Guideline.

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

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

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

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

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several



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persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

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

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

"Beneficial owner" will be as under:

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

Explanation

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



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percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

7. Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender at any point without assigning any reason therefor.
- (iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.
- (iv) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and kept with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.
- (v) The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- (vi) Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

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



SECTION-II
INSTRUCTIONS TO BIDDERS

1. Introduction

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

2. Pre Bid Meeting

- a. A pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on **16/02/2022 at 03.00 PM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- c. The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before **15/02/2022 at 05.00PM**:

NAVEEN.NIGAM@indianbank.co.in
RAJIVE.RASTOGI@indianbank.co.in
RAJESH.JADON@indianbank.co.in
VISHAL.VERMA@indianbank.co.in

In case the Probable Bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e. **Rs.10,000/-** (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed in schedule 9. Bidders have to ensure that cost of bid document i.e. Rs.10,000/- has already been remitted to the account as mentioned in Schedule 9, or dispatched through demand draft (Copy of demand draft to be attached), to the below mentioned address, before raising the queries through email:

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

Such Bidders who have not chosen to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline/online mode (schedule 9) apart from uploading the scanned DD/Proof of e-transfer document during e-tendering.



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

3. Amendment of bidding documents

- 3.1 At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Document by modification(s) / amendment(s).
- 3.2 The amendments if any, will be published in the e-procurement website and will form part of the Bidding document.

4. Technical Bid

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

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

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

5. Financial Bid

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

6. Clarification of Bids

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

The Bidder shall make his/her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although certain information's are provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank reserves the right to accept or reject any/all tender in whole or in part without assigning any reason whatsoever. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.



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7. Bid Security & Cost of Bid Document

The Bidder should furnish, a bid security in the form of a bank guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank for a sum of **Rs.10,00,000/- (Rupees Ten lakhs only)** and valid for 225 days from the last date for submission of Bid in the form of a Bank Guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank, in the format specified in the bid document (Annexure-V) along with Part-I. Bank may seek extension of Bank Guarantee, if required.

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

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

The Bank will forfeit the Bid Security

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

Or

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

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

Cost of Bid Document **Rs.10,000/- (Rupees Ten Thousand only)** along with technical bid to be submitted in the form of DD favouring Indian Bank, payable at Chennai, if not participated in the pre-bid meeting, or through electronic transfer as detailed in schedule 9.

MSE/NSIC registered bidders are exempted from submitting the bid cost & bid security. Such bidders should submit the copy of registration certificate and other document along with declaration as per section Annexure-X for claiming exemption for Cost of Bid document and bid security, as proof which should be valid for the current period.

8. Evaluation Criteria

➤ General/Technical Evaluation

The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially



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responsive bid is one, which conforms to all the terms and conditions of the RFP without material deviations.

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

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

➤ **Commercial evaluation**

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

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

9. Proposal Process Management

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

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

10. Liabilities of Bank

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

11. Bid and Proposal Ownership

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





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12. Bid Pricing Information

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



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SECTION-III
CONDITIONS OF CONTRACT

1) Scope of the Project

- The name of the assignment is "Providing 4 Gbps WAN connectivity between Data center @ Chennai and DR Site @ Mumbai".
- The Bid is for providing connectivity between Data center @ Chennai and DR Site @ Mumbai for replication of data between the servers hosted at DC & DR in order to have business continuity during the failure of systems at DC @Chennai. The successful bidder(s) has to provide 4 Gbps WAN connectivity with specifications mentioned in the bid.
- The Bank intends to provide redundant WAN links from two different service providers.

Bank will provide space and UPS power to Modems/equipments that may be required to implement the connectivity at the last mile at bank's premises.

The prospective service provider shall establish the Network and should be capable of maintaining it for a minimum period of 3 years.

2) Deliverables from the Bidders

SPECIFICATIONS OF SERVICES

- Bandwidth:-** 4 Gbps point to point link to connect DC and DR(1:1)
- Uptime:** - The link uptime requirement in a month is 99.50% - Excluding 3 hours MTTR per month.
- Latency:** - The latency at all times between DC and DR site should not exceed 20 ms even when there is load on the link. If at any time latency is observed to be more than 20 ms, same may be treated as link outage till the same is restored to less than 20 ms. Mechanism to monitor link latency has to be provided from day one.
- Link should be free from CRC (Cyclic Redundancy Check) errors and jitter to ensure reliability and accuracy.
- Topology:** - The service provider should provide the links on fibre between the end locations and provide single handoff. The link should be point to point only and should not be routed through MPLS cloud.
- Media and Hands-off:-** Single Mode optical Fibre with LC Connector – 1 nos. at each end. The successful bidders are encouraged to have a standby local cable laid and kept without connections between the terminal equipment and bank router for redundancy.

Bank will not incur expenditure for any equipment. Any equipment to be installed in the bank premises in this regard should have the provision for working with at least two redundant power sources.



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- vii. **Cross Connects:** - The service provider has to deliver the link up to the Racks of the Bank. Service provider has to arrange cross connects if any required.
- viii. The proposed connectivity can be used as Primary Link or for load balancing/sharing of Bank's traffic depending upon the convenience of Bank.

II. Security Considerations

- a) **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 should ensure the separation of traffic.
- b) **Audit of network:** Should undertake to implement the observations/recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or External Agencies and any escalation in cost on this account shall be borne by the successful bidder. The Network infrastructure of the bidder should be made available for inspection by Bank's Audit team or Authorized Representative of the Bank.
- c) The CPEs used in the Network or Networking Equipments used by the successful 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.

III. Acceptance tests

Acceptance tests will be carried out after the completion of the implementation and delivery of links. Bank will carry out acceptance tests and certify completion based on the results of the tests within 15 days of handing over the link to Bank.

IV. Other Service Requirements

The service provider shall

- a) Co-ordinate with Bank's Network Equipment vendor and system integrator for terminating and commissioning of the links at DC and DR.
- b) Provide escalation matrix for issues in Provisioning of Links and maintenance of links.
- c) Liaise with authorities for any approvals, network diagram etc.
- d) The devices/equipment installed at Bank premises (if required) should not have been declared as end of sale on date of tender submission and should not be end of support by OEM during the contract period. In case , if the devices/equipment installed gets end of support by OEM during the contract period, the Service provider should replace them without any additional cost to the Bank with new devices/equipments.
- e) Based on the requirements of the bank migrate the network to IPV6.
- f) Ensure the availability of hardware, software, manpower and other facilities required to manage and monitor the network to meet the agreed SLA terms.
- g) Provide 24x7 supports for all users for maintaining and integrating the network. Publish uptime reports to prove SLA compliance. The uptime reports for every month should be submitted to the Bank on or before 7th of subsequent month. The quarterly payment of the links will be processed only on receipt of uptime reports.



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3) Period of Validity of Bids

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

4) Eligibility Criteria

- i. The Bidder should be a Public/ Private Limited Company and should be in existence in India for the last 5 years (as on 31.03.2021). In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into account. Copy of Certificate of Incorporation issued by the ROC and Articles of Association should be submitted.
- ii. The Bidder should have valid license to provide National Long Distance (NLD) wired links and has their own wired network infrastructure.
- iii. The Bidder should be a profit making company and should have earned Net profit in at least one out of three preceding Financial Years (FY 2018-19, 2019-2020 & 2020-2021) and Operating profit in the other Financial Years as per the audited Financial Statements. Bidder should provide audited Profit & Loss Statement along with auditor/chartered accountant certificate.
- iv. The Bidder's yearly turnover should be more than Rs.10 crores during last three financial years (i.e. 2018-19, 2019-20 & 2020-21)
- v. The Bidder should have provided at least one link of 1 Gbps or above to two Banks / Financial Institutions/Government Organisations in India and supporting the link currently.
- vi. The Bidder should have an office in Chennai & Mumbai to provide support services.
- vii. The Bidder should not have been blacklisted by any Government Dept / PSU / Banks for non-delivery of the order currently

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

5) Timeframe for completion of activities

The links are to be commissioned within 4 weeks from the date of purchase order. The monitoring and maintenance of links should start from the next day.

6) Contract Period

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



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7) Liquidated Damages

- The Bidder is expected to complete the responsibilities that have been assigned on time.
- As a deterrent for delays during implementation, Bank would levy penalties for delays attributable to the Bidder.
- If the commissioning is delayed beyond the timelines, the penalty of Rs.50,000/- per week or part thereof will be charged and recovered from subsequent payments. If the link is not commissioned within 10 weeks, it may lead to termination of entire contract under Termination of default.
- 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.

8) SLA

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

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

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

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

Bank reserves its right to accept or reject any bid, and to annul the bidding process and reject any/all bid/s at any time prior to award of Contract.

If the service provided by the vendor is found unsatisfactory or if at any time during the period of contract it is found that the information provided for the contract or any claim is false or if irregularities shown by the vendor for applying for the contract, the Bank shall reserve the right to cancel the contract and remove such vendors from rate contract without giving any notice to the vendor.



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10) Terms of Payment

The payments will be made quarterly in arrears after deducting applicable penalties.

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.

Vendor'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

11) Performance Security

- Within 15 (fifteen) days of the acceptance of purchase order issued for the project by the Bank, the successful Bidder shall furnish the performance security for 3 % of rental charges for 3 years valid for a period of thirty nine months (with further one month claim period), in the form of a Bank Guarantee .
- The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Successful bidder's failure to complete its obligations under the Contract.
- The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.
- In the event of contract period being extended the Successful bidder has to extend the performance guarantee to cover the contract period.
- Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

12) Negotiation

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

13) Limitation of Liability

Vendor's aggregate liability under the contract shall be limited to a maximum of 10% of the contract value per year. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase



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orders placed by bank on the Successful Bidder that gave rise to claim, under this tender.

This limit shall not apply to third party claims for

- a) IP Infringement 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 an 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.

14) Indemnity Clause

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

15) Disclaimer

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

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

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

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no



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liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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

16) Patent Rights

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

17) Intellectual Property Rights

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

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

In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.

The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like



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which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

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

18) Acceptance of Purchase Order

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

19) Signing of Contract Form & SLA

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract form (Annexure-III), Service Level Agreement (SLA) (Annexure-VI) & Non-Disclosure Agreement (Annexure- VII) and return it to the Bank.

20) Settlement of Disputes

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

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

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



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- be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
- (b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.
- (f) Notwithstanding any reference to arbitration herein,
- the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - the Bank shall pay the supplier any monies due to the supplier.

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

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

The Successful bidder's has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

22) Exit Requirements

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



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23) Jurisdiction

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

24) Applicable Law

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

25) Termination for Convenience

- Both the parties, by 90 days written notice sent to the 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 under the Contract is terminated, and the date upon which such termination becomes effective.

26) Termination for Default

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

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

'For the purpose of this clause:

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

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

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Bank



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

27) 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.

28) Confidentiality

The successful bidder's will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. **After termination of the contract the confidentiality of data / information shall be maintained by the supplier.**

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

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



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

29) Fall Clause

The Bidder to ensure that it has not supplied/is not supplying similar product/ systems/ subsystems/ services/ solutions/ software **in a comparable business circumstances** at a price lower than that offered in the present bid in respect of any other Public Sector Bank in India/ PSU/Ministry or Dept of Govt of India any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub systems was supplied by the Bidder to any other Ministry/Dept of the Govt of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

30) Negligence

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

31) Assignment

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



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32) Use of Contract Documents and Information

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

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

33) Inspection of Records

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of records including the solution provided to the Bank under the RFP and the Service Provider shall extend all cooperation in this regard.

Service Provider shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to the Bank, as per its own satisfaction at the office / factory or any other premises of the Service Provider, in the presence of representatives of the Service Provider, at any point of time by giving notice.

Inspections and Tests

The Purchaser or its representative(s) shall have the right to visit and /or inspect any of the Bidder's premises to ensure that data provided by the Bank is not misused. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

Any charges payable to the Purchaser's representative designated for inspection shall be borne by the Purchaser.

Should any inspected or tested Goods/software fail to conform to the Specifications, the Purchaser may reject the Goods/software, and the Supplier shall make alterations necessary to meet specification requirements at no additional cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods or software after the delivery shall in no way be limited or waived by reason of the software having previously been inspected, tested and passed by the Purchaser.



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34) Integrity Pact

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

1. Shri. Brahm Dutt, IAS (Retd)

Email: dutt.brahm@gmail.com

2. Shri. Girraj Prasad Gupta, ICAS (Retd.)

Email: gpgupta1804@gmail.com

- Change of law / policy / circular relating to Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.
- Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing



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provisions of GFR, 2017, PC Act, 1988 or other Financial Rules as may be applicable to the organization concerned.

35) General Terms

- The L1 vendor will be identified through reverse auction and order will be placed with L1 vendor. The offer to provide second link at L1 price will be given to L2 bidder. If L2 bidder is not willing to provide the link at L1 Price, then L3 bidder will be offered to provide the link at L1 Price and if L3 bidder is not willing to provide the link at L1 Price, then L4 bidder will be offered to provide the link at L1 Price. Purchase orders will be placed with successful bidders to deliver the link.
- The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.



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SECTION-IV
INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. GENERAL

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

2. INSTRUCTIONS

2.1. RULES FOR WEB PORTAL ACCESS

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.in/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.
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.



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10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 3, however physical documents, to be submitted offline, can be submitted on the next working day up to 03.00 PM on next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.

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

2.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://www.tenderwizard.in/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, 99432 77499, 8951944383
Support Email: gunaseelan.m@antaressystems.com



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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.

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.

- DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 9)
- Earnest Money Deposit/Bid Security as per the format prescribed in Annexure-V.
- Integrity Pact (Annexure- IX)



Ref: CO/ITD/CNW/2601/R1/2021-22

The bidder is requested to submit the original documents in a Sealed Envelope on or before **04.03.2022, 03.00 PM** to the address mentioned under schedule 3 of this tender. The envelope shall be super scribed as "**Request for Proposal For Providing 4 Gbps WAN connectivity between Data Centre @ Chennai & DR site @ Mumbai**" and the words 'DO NOT OPEN BEFORE (04.03.2022 at 03.30 PM)'.

2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://www.tenderwizard.in/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.



Ref: CO/ITD/CNW/2601/R1/2021-22

SECTION V
PART I - Functional and Technical Requirements

Date:

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

Dear Sir,

Sub: Request for Proposal for Providing 4 Gbps WAN connectivity between Data Center @Chennai & DR site @Mumbai.

Ref: Your RFP No. CO/ITD/CNW/2601/R1/2021-22 dated 11/02/2022

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

SI.No	Product Description	Please write Complied or Not Complied
1	Provide 4 Gbps(1:1) point to point WAN link on fibre between Data Centre and DR Site on service providers own cables. The link should not be routed through MPLS cloud.	
2	The round-trip latency at all times between DC and DR site should not exceed 20 ms even when there is load on the link. Mechanism to monitor link latency has to be provided from day one.	
3	Link should be free from CRC errors and jitter to ensure reliability and accuracy	
4	The service provider has to deliver the link up to the Racks of the Bank. Service provider has to arrange for cross connects if any required.	
5	The network equipments deployed will be ipv6 compatible and whenever the bank requires the network will be migrated to IPV6.	
6	All hardware required for terminating the connectivity at bank shall be provided, maintained and managed by the Successful bidder and shall remain the property of Successful bidder during and after the completion of the contract.	
7	Shall liaison with authorities for approvals, network diagram etc. (for example ROW) and shall obtain and provide ROW/roof rights permissions in private property/bank premises without any extra cost to the	



Ref: CO/ITD/CNW/2601/R1/2021-22

	bank for installation of equipments to commission the link.	
8	The WAN traffic of bank is totally separated from internet traffic and the links are not connected to Internet at any point	
9	The observations/recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies will be implemented and any escalation in cost on this account shall be borne by the bidder. The Network infrastructure of the bidder should be made available for inspection by Bank's Audit team or authorized representative of the Bank	
10	Shall monitor and manage all links for strict compliance with SLA. The reports and real time monitoring of bandwidth utilization will be made available in the web portal.	
11	The CPEs used in the Network or Networking Equipments used by the bidder in their backbone should comply with the policies laid down by Government of India, Department of Telecommunications and should not have any spyware or malware built into it and capable of tracking voice and data traffic from a location outside the country	
12	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.	
13	The devices/equipment installed at Bank premises (if required) should not have been declared as end of sale on date of tender submission and should not be end of support by OEM during the contract period. In case , if the devices/equipment installed gets end of support by OEM during the contract period, the Service provider should replace them without any additional cost to the Bank with new devices/equipments	

List of deviations from the required specifications:

- 1)
- 2)

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

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

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

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

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

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

For





**CO: INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014
Date: 11/02/2022**

Ref: CO/ITD/CNW/2601/R1/2021-22

Office Seal

(Authorised Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

TelephoneNo:

E-mail ID:



Ref: CO/ITD/CNW/2601/R1/2021-22

PART - II
Commercial Bid (To be submitted after Online Reverse Auction)

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

Dear Sirs,

Sub: Request for Proposal for Providing 4 Gbps WAN connectivity between Data Center @Chennai & DR site @Mumbai.

Ref: 1. Your RFP No. CO/ITD/CNW/2601/R1/2021-22 dated 11/02/2022
2. Online Reverse Auction Dated _____

@@@@@

Further to the online reverse auction conducted on _____, we submit hereunder the price details for Request for Proposal for Providing 4 Gbps WAN connectivity between Data Center @Chennai & DR site @Mumbai as per the specifications given in Part-I.

Item Description	Annual Recurring charges (a) (Rs.)#	Total charges for 3 years (b=a*3) (Rs.)#
Providing 4 Gbps WAN connectivity between Data Center @Chennai & DR site @Mumbai		

Total Cost to be quoted in reverse auction (b)= Rs.

Price is inclusive of all charges but exclusive of GST. TDS if any, will be deducted from the payment.

Total Amount in words: Rupees _____

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

For

Office Seal

Place:
Date:

(Authorized Signatory)

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





CO: INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014
Date: 11/02/2022

Ref: CO/ITD/CNW/2601/R1/2021-22

Annexure – I
Bid Form

(Bidders are required to furnish the Form of Bid)

Date: _____

To
Indian Bank
Corporate Office,
Information Technology Department
254-260, Avvai Shanmugam Salai,
Royapettah,
Chennai 600 014, India.

Sub: Request for Proposal for Providing 4 Gbps WAN connectivity between Data Center @Chennai & DR site @Mumbai.

Ref: RFP No. CO/ITD/CNW/2601/R1/2021-22 dated 11/02/2022

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

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

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 3% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, if required.

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

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.





CO: INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014
Date: 11/02/2022

Ref: CO/ITD/CNW/2601/R1/2021-22

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

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

We also undertake that we have not supplied/is not supplying similar product/ systems/ subsystems/ services/ solutions/ software **in a comparable business circumstances** at a price lower than that offered in the present bid in respect of any other Public Sector Bank in India/ PSU/Ministry or Dept of Govt of India any other Ministry/Department of the Government of India or PSU.

Dated thisday of 2022

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email





CO: INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014
Date: 11/02/2022

Ref: CO/ITD/CNW/2601/R1/2021-22

Annexure-II
SELF DECLARATION – BLACKLISTING

To,
Assistant General Manager
Information Technology Department
Indian Bank, Corporate Office
254-260 Avvai Shanmugam Salai
Royapettah, Chennai- 600 014, India.

Dear Sir,

Sub: Request for Proposal for Providing 4 Gbps WAN connectivity between Data Center @Chennai & DR site @Mumbai.

Ref: Your RFP No. CO/ITD/CNW/2601/R1/2021-22 dated 11/02/2022

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

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:



Ref: CO/ITD/CNW/2601/R1/2021-22

Annexure-III
CONTRACT FORM
(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made theday of.....2020 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the Conditions of Contract;
 - (e) the Purchaser's Notification of Award.
 - (f) the RFP no CO/ITD/CNW/2601/R1/2021-22 Dated 11/02/2022 including its Addendum/s & corrigendum/s.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.





CO: INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014
Date: 11/02/2022

Ref: CO/ITD/CNW/2601/R1/2021-22

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

Particulars	Amount in Rs.

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:.....





CO: INFORMATION TECHNOLOGY DEPARTMENT,
 INDIAN BANK, CORPORATE OFFICE,
 254-260, AVVAI SHANMUGAM SALAI
 CHENNAI – 600014
Date: 11/02/2022

Ref: CO/ITD/CNW/2601/R1/2021-22

Annexure-IV
Performance Security Format

Bank Guarantee No.

Date:

To: INDIAN BANK,
 Chennai,
 INDIA:

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

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

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

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

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

Signature of Authorized Official with Seal

.....

Date.....2022

Address:.....

NOTE:

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



Ref: CO/ITD/CNW/2601/R1/2021-22

Annexure-V
BID SECURITY FORM

Bank Guarantee No.

Date:

To: INDIAN BANK,

Chennai,

INDIA:

RFP Ref. No. CO/ITD/CNW/2601/R1/2021-22 dated 11/02/2022

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

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

THE CONDITIONS of this obligation are:

1. If the Bidder

- (a) withdraws its Bid during the period of bid validity specified 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.





CO: INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014
Date: 11/02/2022

Ref: CO/ITD/CNW/2601/R1/2021-22

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

(Signature of the Bank)

- NOTE:** 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



Ref: CO/ITD/CNW/2601/R1/2021-22

Annexure-VI
SERVICE LEVEL AGREEMENT

THIS AGREEMENT made theday of.....,2020 between Indian Bank, having its Corporate Office at 254-260, Avvai ShanmugamSalai, Chennai 600 014 (hereinafter "the Bank") of the one part and the M/s,("Name of Service Provider") (hereinafter called "The Service Provider") of the other part :

WHEREAS the Bank invited bids vide RFP.No..... dated..... for services viz,.....(Brief Description of Services)

NOW THIS SERVICE LEVEL AGREEMENT WITNESSETH AS FOLLOWS:

The Service Provider has to connect Data center, Chennai and DR site Mumbai using 4 Gbps links. The links are to be commissioned within 4 weeks from the date of purchase order. The monitoring and maintenance of links should start from the next day.

The service provider is expected to complete the responsibilities that have been assigned on time. As a deterrent for delays during implementation, Bank would levy penalties for delays attributable to the service provider. If the commissioning is delayed beyond the timelines, the penalty of Rs.50,000/- per week or part thereof will be charged and recovered from subsequent payments. If the link is not commissioned within 10 weeks, it may lead to termination of entire contract under Termination of default.

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.

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

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

Whenever the links are not functioning due to reasons attributable to Bank like earthing, UPS power, problems in Bank's equipments etc., the penalty for downtime will not be





CO: INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014
Date: 11/02/2022

Ref: CO/ITD/CNW/2601/R1/2021-22

levied. The provider has to record the above reasons and communicate to Corporate Office then and there. The copy of this communication should be produced along with the invoice for claiming exemption in penalty.

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 Service Provider)

In the presence of:.....



Ref: CO/ITD/CNW/2601/R1/2021-22

Annexure-VII
NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the....day of.....2022 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai ShanmugamSalai, 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 "Supplier" which term shall wherever the context so require includes its successors and assigns,

WITNESSETH:

WHEREAS

The Bank is interalia engaged in the business of banking and intends to procure 4 Gbps WAN Connectivity between Data Center Chennai & DR site Mumbai.

M/s..... Limited has been engaged in the business of providing WAN Connectivity.

The parties have entered into agreement dated _____ for Providing 4 Gbps WAN Connectivity between Data Center Chennai & DR site Mumbai "(herein after referred to as "purpose")" and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

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

1. Confidential information

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

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



Ref: CO/ITD/CNW/2601/R1/2021-22

2. Use of Confidential Information

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

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

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

3.Exemptions

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

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

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

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

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

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

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

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



Ref: CO/ITD/CNW/2601/R1/2021-22

4. Term

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

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

5. Title and Proprietary rights

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

6. Return of confidential information

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

7. Remedies

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

8. Entire agreement

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



Ref: CO/ITD/CNW/2601/R1/2021-22

9. Severability

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

10. Dispute resolution mechanism

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

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

11. Jurisdiction

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

12. Indemnity clause

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

13. Governing laws

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

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

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:





CO: INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014
Date: 11/02/2022

Ref: CO/ITD/CNW/2601/R1/2021-22

Annexure-VIII

**DECLARATION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A
LAND BORDER WITH INDIA
(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING/CERTIFICATE ON ITS
LETTERHEAD)**

To,
Assistant General Manager
Information Technology Department
Indian Bank, Corporate Office
254-260 Avvai Shanmugam Salai
Royapettah, Chennai- 600 014, India.

Date

Dear Sir,

Sub: Request for Proposal for Providing 4 Gbps WAN connectivity between Data Center @Chennai & DR site @Mumbai.

Ref: Your RFP No. CO/ITD/CNW/2601/R1/2021-22 dated 11/02/2022

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

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



Ref: CO/ITD/CNW/2601/R1/2021-22

Annexure-IX
INTEGRITY PACT

(To be submitted on Non - Judicial Stamp Paper)

INTEGRITY PACT

Between

Indian Bank hereinafter referred to as "The Bank"

and

..... Hereinafter referred to as "The Bidder/Contractor"

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for Providing 4 Gbps WAN connectivity between Data Center @Chennai & DR site @Mumbai. 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. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
 - e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security.



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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 fir 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.



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Section 8 – Independent External Monitor / Monitors

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

Section 9 – Pact Duration

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

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



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Section 10 – Examination of Books of Accounts

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

Section 11 – Other provisions

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

The parties hereby sign this Integrity Pact aton

(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Place -----

Date -----

Date -----

Witness 1:

Witness 1:





CO: INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014
Date: 11/02/2022

Ref: CO/ITD/CNW/2601/R1/2021-22

(Name & Address) -----

(Name & Address) -----

Witness 2:

(Name & Address) -----

Witness 2:

(Name & Address) -----



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Annexure-X

DECLARATION FOR MSE BENEFITS

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

To,
Assistant General Manager
Information Technology Department
Indian Bank, Corporate Office
254-260 Avvai Shanmugam Salai
Royapettah, Chennai- 600 014, India.

Date

Sub: Declaration for MSE Benefits for Request for Proposal for Providing 4 Gbps WAN connectivity between Data Center @Chennai & DR site @Mumbai.

Ref: Your RFP No. CO/ITD/CNW/2601/R1/2021-22 dated 11/02/2022

Dear Sir,

This has reference to our bid submitted in response to your above RFP Ref. No. CO/ITD/CNW/2601/R1/2021-22 dated 11/02/2022 floated for for Providing 4 Gbps WAN connectivity between Data Center @Chennai & DR site @Mumbai. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- Issue of Tender Documents to MSEs free of Cost
- Submitting of Tender Document by MSE without Bid Security (Earnest Money Deposit)

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

Yours Sincerely

For M/s _____
Signature
Name:
Designation:
Director/Company Secretary
Place:
Date:
Seal & Stamp



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CHECKLIST

S.No.	Criteria	Documents to be submitted as proof
1	The Bidder should be a Public/ Private Limited Company and should be in existence in India for the last 5 years (as on 31.03.2021).	Copy of Certificate of Incorporation
2	The Bidder should have valid license to provide National Long Distance (NLD) wired links and have their own wired network infrastructure.	Copy of valid NLD Certificate.
3	The Bidder should be a profit making company and should have earned Net profit in at least one out of three preceding Financial Years (FY 2018-19, 2019-2020 & 2020-2021) and Operating profit in the other Financial Years as per the audited Financial Statements. Bidder should provide audited Profit & Loss Statement along with auditor/chartered accountant certificate.	Copy of Audited Financial Statement along with auditor/chartered accountant certificate
4	The Bidder's yearly turnover should be more than Rs.10 crores during last <u>three financial years</u> (i.e. 2018-19, 2019-20 & 2020-21).	Copy of Audited Financial Statement along with auditor/chartered accountant certificate
5	The Bidder should have provided at least one link of 1 Gbps or above to Banks / Financial Institutions/Government Organisations in India and supporting the link currently.	Copy of Purchase orders issued by Banks / Financial Institutions/Government Organisations.
6	The Bidder should not have been blacklisted by any Government Dept. / PSU / PSE / PSB / Banks currently.	Self Declaration as per the format given in Annexure-II should be attached.
7	The Bidder should have an office in Chennai & Mumbai to provide support services.	Valid Proof of address for having an office in Chennai & Mumbai.
8	Technical Compliance	Compliance to be given as per Part – I
9	Bid Security form (Bank Guarantee Only)	Bid Security of Rs.10,00,000/- as per Annexure-V.
10	Bid Form	As per Annexure-I
11	Escalation Matrix	Bidders have to provide the escalation matrix for call logging, on their letter head
12	Declaration regarding Land Border Compliance	Declaration to be submitted as per Annexure-VIII
13	Integrity Pact	To be submitted on Rs.100/- Stamp paper as per Annexure - IX
14	Declaration for MSE benefits	To be submitted as per Annexure – X, if applicable
15	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder

