

BIDDING DOCUMENT

FOR

SUPPLY OF CISCO ROUTERS

FOR

WIDE AREA NETWORK WITH BUYBACK

Bid Ref No. HO:TMD:PG: 341:2011-12 DATED 27.01.2012

TECHNOLOGY MANAGEMENT DEPARTMENT,
INDIAN BANK, HEAD OFFICE,
66, RAJAJI SALAI, CHENNAI – 600001
Phone Nos. 25269440, 25250155, 25210327

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Table of Contents

Section	Particulars	Page No.
Į.	INVITATION FOR BIDS	3
II.	DESCRIPTION AND GUIDELINES	5
III.	INSTRUCTIONS TO BIDDERS	11
IV	CONDITIONS OF CONTRACT	17
V	BID FORM, PRICE SCHEDULES AND OTHER FORMATS	23

SECTION - I

INVITATION FOR BIDS (IFB)

- 1. Indian Bank is premier Public Sector Bank with over 1930 branches and having a business of more than Rs.2.05 lakh crores. The Bank had been a forerunner in absorption of technology and has many firsts to its credit in implementation of IT in banking. The Bank has overseas presence through three branches in Singapore, Colombo and Jaffna and has reciprocal arrangements with various foreign banks across the globe. The Bank has already networked over 2200 locations spread across the country and have implemented Core Banking solution in all the branches. Bank has installed more than 1250 ATMs, introduced Debit cards, Credit cards and exclusive credit card "Bharat Card" for common man first of its kind in the banking industry. Bank is providing access to over 86000 ATMs across the country through consortium arrangements. Banking services are offered through multiple delivery channels like ATM, Internet Banking, Telebanking, Mobile Banking, etc. Bank is also partnering various e-governance initiatives of Govt of India and State Govts.
- 2. To replace the routers which are becoming out of support from M/s Cisco Systems Inc, Bank invites sealed quotations from all eligible bidders for supplying 555 Nos. of Cisco 1921 routers and 35 Nos of Cisco 2911 routers to replace existing Routers for its Wide Area Network (WAN). Part-I of the Bid document will consist of Technical Details and Part-II will be purely commercial through Reverse Auction.
- 3. The cost of the bid document is Rs.10,000/-. The amount has to be paid by way of a Bankers Pay Order (BPO) or a Demand Draft (DD) favouring INDIAN BANK payable at Chennai and enclosed along with the technical bid document.
- **4.** Further information can be had from the bank from 10.00 to 17.00 hours on all working days from Monday to Friday and from 10.00 to 14.00 hours on Saturdays.
- 5. Bids must be delivered to the address given below, at or **before 15.00 hours IST on 17.02.2012** and must be accompanied by a **Bank Guarantee of INR 10.00.000/-**.

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

Late Bids will be rejected. Part I (technical bid) will be opened for evaluation by the Bank at 15:30 Hours on 17.02.2012 in the presence of the bidders' representatives. All bidders are requested to send their representatives to attend the bid opening process.

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

- **6.** Please note that
 - (i) the cost of preparing the proposal including visit / visits to the Bank are not reimbursable
 - (ii) The Bank is not bound to accept any of the proposals submitted and the bank has got the right to reject any proposal without assigning any reason therefor.
 - (iii) The bank can extend the time for submission of bid.
 - (iv) The Bank reserves the right to increase or decrease the quantities mentioned in the bidding document up to an extent of 25% of quantity mentioned in the bid.

(v) Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances.

Details about design:

- All the branches are connected to BSNL MPLS cloud primarily through a leased line backed up with an ISDN BRA/GPRS/VSAT. The bandwidth of the leased line is 64-Kbps normally. In the case of branches with more number of transactions, the line bandwidth is 128Kbps to 1 Mbps. This bandwidth will be upgraded further if required. Zonal Offices are connected using 2 Mbps. The branches are having Cisco 1760, 1841, 1905,1941 and 2610 routers.
- Zonal Office is connected to the Data Centre and DR site with necessary bandwidth through MPLS-VPN using Cisco 3745 and 3845 routers.
- **Security:** All the branch routers are provided with 3DES, AES encryption facility to encrypt the data going out of the branch. At the Data centre, a VPN concentrator is provided to decrypt the data received from the branches.

SECTION – II DESCRIPTION AND GUIDELINES

S.No	o. Particulars	Page No.
1.	DESCRIPTION	6
2.	QUALIFICATION CRITERIA	7
3.	DELIVERABLES FROM THE BIDDERS	8
4.	TIMEFRAME FOR COMPLETION OF PROJECT	8
5.	PREDELIVERY INSPECTION	8
6.	SPECIFICATIONS OF THE EQUIPMENT	9
7.	DETAILS OF ROUTERS BEING OFFERED UNDER BUYBACK	10

1. DESCRIPTION

- 1.1 The name of the assignment is 'Supply of Cisco routers for Wide Area Network (WAN) with buy back'.
- 1.2 The Bid is for supply and installation of 555 Nos. of Cisco 1921 Routers and 35 Nos. of Cisco 2921 routers to replace the existing Cisco 1760,2610 and 3745 routers with buy back of old routers.
- 1.3 The description and the objectives of the Assignment are
 - The Bidder has to supply and install the specified network equipment including the shifting of routers mentioned in the bid.
 - The Bank's Network integrator will provide the warranty and AMC support and configuration requirements on completion of installation of the routers.

2. QUALIFICATION CRITERIA FOR BIDDERS

- 1) The bidder should be a limited company and should be in existence in India for more than three years. (The company should submit its profile in the Annexure-3 given in section V).
- 2) The Bidder should be a **GOLD Partner of CISCO**. A letter from Cisco to this effect is to be submitted.
- 3) The Bidder should be a profit making organisation for the last 3 years (copy of Audited Balance Sheet should be enclosed).
- 4) The vendor should have supplied Cisco Routers to a minimum of two leased line based Wide Area Network projects in last three years(from the date of bid) covering more than 300 branches/offices/sites in each project spread across different states, of which at least one project should have been done for Banks/Financial Institutions in India. Copies of purchase orders in support of this should be submitted. The details of these two WAN projects including site addresses, names and telephone numbers of persons to be contacted for reference purpose should be submitted as per the Annexure 4 given in Section V. If any column in this format is unfilled, the bid is liable for rejection.
- 5) The bidder should submit proof of satisfaction from the two clients mentioned in item no.4 above. In addition to the above two clients, bidder should submit letter of satisfaction from one more client for whom the Network equipment was supplied during the past three years along with the details as per Annexure 4 given in section-V. Bank may verify with the clients in this regard.

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

3. DELIVERABLES FROM THE BIDDERS

- Supply and installation of routers as per the details given in the technical bid (Annexure 1 in section V).
- To shift the existing routers from locations (about-135) where ISDN BRI circuit is not feasible to locations where the routers need to be replaced and installing them.
- Taking back the old routers offered under buy back.
- Detailed scope of work is given in Annexure 9

The list of locations where router to be replaced with new model is given as an attachment to the Bid Document. Contact details shall be informed to the selected bidder while placing the order. However, the Bank reserves the right of placing the order on phased manner.

4. TIMEFRAME FOR COMPLETION OF PROJECT

Equipment should be supplied within six weeks from the date of acceptance of Purchase order for supply of equipment. In case of sites requiring Road Permits, bidder has to deliver the routers within eight weeks from the date of acceptance of Purchase order for supply of equipment. The successful bidder should arrange for obtention of road permits after getting the necessary document /s signed by the Bank officials at delivery locations.

The routers are to be installed within two weeks from the date of delivery.

The routers which are to be shifted should be shifted within one week from the date of installation of routers being supplied under this project and the shifted routers should be installed at new location within two weeks from the date of shifting.

The routers offered under buyback are to be collected within one week from the date of installation of new or shifted router. The details are given as an attachment to the Bid Document.

The project should be completed within 12 weeks from the date of acceptance of Purchase Order for supply of equipment. In case of sites requiring Road Permits, bidder has to complete the project within 14 weeks from the date of acceptance of Purchase order for supply of equipment.

5. PRE-DISPATCH INSPECTION:

Bank reserves the right to carry out Pre-dispatch inspection of the equipment to be delivered as per the purchase order. An Officer from Bank or a third party agency may carry out this inspection, the cost for which will be borne by the Bank.

6. SPECIFICATIONS OF THE EQUIPMENT

1) CISCO 1921 Routers with 3G Backup facility

Product	Description	Quantity
CISCO1921-	Cisco1921/K9 with 2GE, SEC License PAK, 512MB	
SEC/K9	DRAM, 256MB Flash	1
S190UK9-15104M	Cisco 1900 IOS UNIVERSAL	1
HWIC-1T	1-Port Serial WAN Interface Card	1
EHWIC-3G-	(non-US) 3.7G HSPA+ Release 7 EHWIC w/ SMS/GPS	
HSPA+7	(MC8705)	1
	AC Power Cord (India/South Africa), C13, BS 546,	
CAB-ACSA	1.8m	1
SL-19-IPB-K9	IP Base License for Cisco 1900	1
SL-19-SEC-K9	Security License for Cisco 1900	1

2) Cisco 2911 routers with switch module

Product	Description	Quantity
CISCO2911- SEC/K9	Cisco 2911 Security Bundle w/SEC license PAK	1
S29UK9-15104M	Cisco 2901-2921 IOS UNIVERSAL	1
MEM-2900- 512U2.5GB	512MB to 2.5GB DRAM Upgrade (2GB+512MB) for Cisco 2901-2921	1
MEM-CF-256U1GB	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	1
SM-ES3G-16-P	Enhcd EtherSwitch, L2/L3, SM, 16GE, POE	1
SL-ES3G-16-IPS	IP Services License Upgrade 16 Port GE ES3 EtherSwitch	1
HWIC-2T	2-Port Serial WAN Interface Card	1
CAB-ACSA	AC Power Cord (India/South Africa), C13, BS 546, 1.8m	1
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1
PWR-2911-AC	Cisco 2911 AC Power Supply	
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1
SL-29-SEC-K9	Security License for Cisco 2901-2951	1

3. The indicative details of Existing Cisco router models and quantity offered as buy back is mentioned below

SI.No	Existing Cisco Router Model	Total no of routers	I	Indicative BOM		
1	1760	503	٧	WIC-2T- 555		
2	2610	52	IS	ISDN BRI-555		
3	3745	48		1	NM-1CE1B	3
				2	NM-1CE1T1_PRI	11
				3	NM-2CE1B	15
				4	NM-2CE1T1_PRI	33
				5	NM-4B-S/T	12
				6	NM-8B-S/T	1
				7	WIC-2T	109

SECTION III - INSTRUCTIONS TO BIDDERS

Table of Contents

S.No		Page No.
1.	INTRODUCTION	12
2.	PRE-BID MEETING	12
3.	AMENDMENT OF BIDDING DOCUMENTS	12
4.	DOCUMENTS CONSTITUTING THE BID	12
5.	AWARD OF CONTRACT	13
6.	BID SECURITY (Earnest Money Deposit)	13
7.	PERIOD OF VALIDITY OF BIDS	13
8.	FORMAT AND SIGNING OF BID	13
9.	SEALING AND MARKING OF BIDS	14
10.	DEADLINE FOR SUBMISSION OF BIDS	14
11.	OPENING OF BIDS BY BANK	14
12.	CLARIFICATION OF BIDS	14
13.	EVALUATION METHODOLOGY	15
14.	BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	15
15.	SIGNING OF CONTRACT	15
16.	PERFORMANCE SECURITY	15
17.	INSURANCE	16

1. Introduction

The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. 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 Opening

Pre-bid Meeting will be held on 03.02.2012 at 11.30 A.M. at the following address, to clarify the queries raised by the bidders.

Indian Bank Head Office Technology Management Dept 66 Rajaji Salai Chennai – 600 001.

Gold Partners of Cisco are requested to attend the Pre-bid Meeting. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting. The bidders are requested to send their queries two days before the date of pre-bid meeting.

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 requested by a prospective Bidder, may modify the Bidding Documents by amendment.
- 3.2 All prospective bidders, who have purchased the bidding documents, will be notified of the amendment and it will be binding on them.

4 Documents constituting the bid

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

4.1 Technical Bid

- 4.2 **Bid security (Earnest Money Deposit**) in the form of Demand Draft / Bank Guarantee favouring Indian Bank.
- 4.3 Cost of Bid Document Rs.10,000/- in the form of Demand Draft / Bankers Pay Order.
- 4.4 In addition to the Hard copy of the documents, a soft copy of the technical bid is also to be submitted.

Any bid document not accompanied by any of the above will be liable for rejection.

TECHNICAL BID

- i) The bidder should quote only the model called for in the Bid and should never quote other brand or model of equipment. Doing so may lead to disqualification of bid.
- ii) Annexure 1 to 5 of section V to be enclosed along with other relevant documents.

The technical proposal must not include any financial information.

COMMERCIAL BID (should be submitted after completion of Reverse Auction)

- i) The price should be quoted in the format attached to this bid (Annexure 8 in section-V)
- ii) The financial proposal should list all the costs associated with the Assignment.
- iii) The price should be firm and not dependent on any variable factors.
- iv) The final price quoted in the bid should be inclusive of all taxes, duties etc. (exclusive of Octroi and Entry Tax).
- v) No price variation will be accepted for increases in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons.
- vi) However, any decrease in Government levies, customs, and taxes till the date of invoice have to be passed on to the Bank.
- vii) Cost must be expressed in Indian Rupees.
- viii) TDS as per rules, if applicable, will be deducted from the amount quoted.

5 AWARD OF CONTRACT

5.1 Within 7 days from the date of receipt of award notification, the L1 bidder should sign the contract as per the format furnished herewith (Annexure - 6 in section V).

6 Bid Security (Earnest Money Deposit)

- The Bidder should furnish, as part of its bid, a bid security in the form of a bank guarantee issued by a scheduled commercial bank located in India, in the form provided in the Bidding Documents (Annexure 5 in section V) for a sum of Rs.10,00,000/- and valid for forty five (45) days beyond the validity of the bid(i.e. 135 days from the last date of submission of Bid).
- Unsuccessful Bidders' bid security will be discharged or returned after bid validity period.
- The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the performance security.
- The bid security may be forfeited if :
- a. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
- b. in the case of a successful Bidder, the Bidder fails to sign the Contract within the specified time of 7 days, or to furnish performance security.

7. Period of validity of bids

Bids should remain valid for the period of 90 days after the last date for submission of bid prescribed by the Bank. This should be mentioned clearly in the bid. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

8. Format and signing of Bid

- All pages of the bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid.
- Any interlineations, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

9. Sealing and marking of Bids

The Bidder shall seal the bid in envelope, duly marking the envelopes as "Supply of Cisco routers for Wide Area Network (WAN) with buy back - PART I (Technical Bid)".

• The sealed outer envelope shall be addressed to the Bank at the address given below;

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

bear the name 'Supply of Cisco Routers for Wide Area Network (WAN) with buy back - PART I (Technical Bid)' and a statement: "DO NOT OPEN BEFORE 17/02/2012", to be delivered within the time and the date specified below.

10. Deadline for submission of Bid

Deadline for bid submission is: 17.02.2012 - 15.00 hours

- In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- The Bank may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents, in which case all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the Bidder.

11. Opening of bids by Bank

- The Bank will open the Part I of the bid (Technical bid) in the presence of officers authorised for the purpose and bidders' representatives who choose to attend, at 15:30 hours on 17.02.2012.
- The Bidders' names, bid modifications or withdrawals, and the presence or absence
 of the requisite bid security and such other details as the Bank, at its discretion, may
 consider appropriate, will be announced at the bid opening. No bid shall be rejected
 at bid opening, except for late bids, which shall be returned unopened to the Bidder.

12. Clarification of Bids

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

13. Evaluation Methodology

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

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

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

15. Signing of Contract

- Bank will notify the successful Bidder that their bid has been accepted and will also send
 the Bidder the Contract Form provided in the Bidding Documents, incorporating all
 agreements between the parties.
- Within 7 (seven) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Bank.

16. Performance Security

- 16.1 Within 10 (ten) days of the receipt of notification of award from the Bank, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents for 10% of the amount of PO valid for a period of **nine** months, in the form of a Bank Guarantee in the format enclosed (Annexure 7).
- 16.2 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.
- 16.3 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

• 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.

17. Insurance

Insurance cover for 110% of the value of the equipment for transit is to be taken by the successful bidder, necessarily before the equipment is physically shifted from vendor's location.

Successful Bidder should also insure the equipments for the invoice value, under storage cum erection risk for a period of SIX months from the date of delivery at the destination.

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

Section IV - Conditions of Contract

Table of Contents

	Subject	Page No.
1.	DEFINITIONS	18
2.	OBLIGATIONS OF THE COMPANY	19
3.	USE OF CONTRACT DOCUMENTS AND INFORMATION	19
4.	PAYMENT	19
5.	LIQUIDATED DAMAGES	20
6.	TERMINATION FOR DEFAULT	20
7.	FORCE MAJEURE	21
8.	TERMINATION FOR CONVENIENCE	21
9.	SETTLEMENT OF DISPUTES	21

1. **DEFINITIONS**

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

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

1.2 Law governing the Contract

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

1.3 Language

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

1.4 Address for contact

The address of the Bank is:

CHIEF MANAGER (CNW) INDIAN BANK.

HEAD OFFICE

TECHNOLOGY MANAGEMENT DEPARTMENT,

2ND FLOOR, 66, RAJAJI SALAI,

CHENNAI - 600 001.

Phone 044-25269440, Fax: 044-25215554

Email: cmcnw@indianbank.co.in; network@indian-bank.com

1.5 Notices

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative

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

2. Obligations of the Company

2.1. Confidentiality

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

2.2. Reporting obligations

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

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

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

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

3. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

4. PAYMENT

The payment terms will be as follows.

80% on Delivery of the equipment

Final payment of 20% of the total price on installation of equipments (after taking the old Routers under buyback)

The payment will be made within 15 days from the date of submission of the required documents.

The Bidder's request(s) for payment shall be made to the Bank in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and 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.

Octroi / entry tax, if any has to be claimed before or along with the final 20% payment for the respective branches. Any delayed claim for the octroi / entry tax after the final payment will not be accepted by the bank for payment.

5. LIQUIDATED DAMAGES

- 5.1 If the Successful bidder fails to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the invoice price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Delivery will be construed as completed only if all the parts of equipment is delivered at the location. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract.
- 5.2 At that point the contract price will stand reduced to the actual amount payable by the Bank. Proportionately the payment payable to the Successful bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the bank and the bank may use the same for any purpose which it may deem fit.

6 TERMINATION FOR DEFAULT

- 6.1 The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful bidder, may terminate this Contract in whole or in part:
 - if the Successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
 - b. if the Successful bidder fails to perform any other obligation(s) under the Contract.
 - c. If the Successful bidder, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'For the purpose of this clause:

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

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

7 FORCE MAJEURE

- 7.1 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.
- 7.2 For purposes of this clause, "Force Majeure" means an event beyond the 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.
- 7.3 If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8 TERMINATION FOR CONVENIENCE

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

9 SETTLEMENT OF DISPUTES

- 9.1 If any dispute or difference of any kind whatsoever shall arise between the bank and the Successful bidder 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.
- 9.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the bank or the Successful bidder 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.
- 9.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

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

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

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

9.4 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b) the bank shall pay the Successful bidder any monies due to the Successful bidder.

SECTION V

BID FORM, PRICE SCHEDULES AND OTHER FORMATS

Table of Contents

Annexure No.	Particulars	Page No.
1.	Technical Bid	24
2.	Manufacturers Authorisation Form	27
3.	Vendor Profile	28
4.	Client Reference Format	30
5.	Bid Security Form	32
6.	Contract Form	33
7.	Performance Security Form	35
8.	Commercial Bid	36
9.	Scope Of Work	39
10.	Installation Report	42

ANNEXURE - 1 TECHNICAL BID

Date:

То

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

Dear Sir,

Sub: Supply of CISCO Routers for Wide Area Network with Buyback.

Ref: Bid No. HO:TMD:PG:341:2011-12 dated 27.01.2012.

Having examined the Bidding Documents including Addenda Nos.(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, shift and install the Cisco routers Bank's Wide Area Network project, and submit our technical Bid as follows:

SPECIFICATIONS OF THE EQUIPMENT

1) CISCO 1921 Routers with 3G Backup facility (Quantity: 555 Nos.)

Product	Description	Please write Complied or Not Complied
CISCO1921- SEC/K9	Cisco1921/K9 with 2GE, SEC License PAK, 512MB DRAM, 256MB Flash	
S190UK9-15104M	Cisco 1900 IOS UNIVERSAL	
HWIC-1T	1-Port Serial WAN Interface Card	
EHWIC-3G- HSPA+7	(non-US) 3.7G HSPA+ Release 7 EHWIC w/ SMS/GPS (MC8705)	
CAB-ACSA	AC Power Cord (India/South Africa), C13, BS 546, 1.8m	
SL-19-IPB-K9	IP Base License for Cisco 1900	
SL-19-SEC-K9	Security License for Cisco 1900	

2) Cisco 2911 routers with Switch module :(Quantity: 35 Nos.)

Product	Description	Please write Complied or Not Complied
070000011 050//0	-	
CISCO2911-SEC/K9	Cisco 2911 Security Bundle w/SEC license PAK	
S29UK9-15104M	Cisco 2901-2921 IOS UNIVERSAL	
MEM-2900-512U2.5	512MB to 2.5GB DRAM Upgrade (2GB+512MB) for Cisco 2901-2921	
MEM-CF-256U1GB	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	
SM-ES3G-16-P	Enhcd EtherSwitch, L2/L3, SM, 16GE, POE	
SL-ES3G-16-IPS	IP Services License Upgrade 16 Port GE ES3 EtherSwitch	
HWIC-2T	2-Port Serial WAN Interface Card	
CAB-ACSA	AC Power Cord (India/South Africa), C13, BS 546, 1.8m	
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	
PWR-2911-AC	Cisco 2911 AC Power Supply	
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	
SL-29-SEC-K9	Security License for Cisco 2901-2951	

- 3) Shifting and installing the routers at 135 locations (approximate).- Complied / Not Complied.
- 4) Buyback of existing 603 routers (approximate) without cables **Complied / Not Complied**
- 5. The equipments supplied under the bid and its components will not be declared end of sale for next two years. If end of sale date for any of the equipments and components issued with in 2 years, we will replace the equipment free of cost with equivalent new equipment. Complied / Not Complied

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 agree for insuring the systems during transit and covering of storage cum erection risk for a period of SIX months from the date of delivery at the destination.

We enclose the technical brochures for the model quoted.

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

We submit that we abide by the details given above.

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

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

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

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

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

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

	y with the qualification criteria of	the bidding document
--	--------------------------------------	----------------------

Dated this day of	of 201		
	, Mobile No.	Email :	
Signature			
(In the Capacity of)			
the Name & Address of Bidder)	Duly Authorised to sign b	oid for and on behalf of (give below

ANNEXURE - 2

MANUFACTURER'S AUTHORIZATION FORM

No dated	
То	
Dear Sir:	
BID REF. No. HO/TMD/PG/342	1/ 2011-12 Dated 27.01.2012
Wereputable manufacturers of	(Name and address of bidder) to
We hereby extend our ful	I guarantee and warranty.
	Yours faithfully,
	(Name)
	(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder should include it in their bid.

ANNEXURE - 3

Vendor Profile

General	
Company Name	
Name of the CEO	
Name of the Principal Banker and address	
Holding Company or Parent Company (if any)	
Company's address	
Head Office:	
Chennai Office, If any:	
Head Office	
Phone,	
fax,	
E-Mail	
Chennai Office	
Phone,	
fax,	
E-Mail	
Please provide details of ownership: private/public;	
Holding company, If any.	
Top 3 shareholders	
No. of Years in NETWORKING business	
Name of the Contact person	
Phone / Mobile/ FAX	

Financial Background (in Crores)	2008-2009	<u>200</u>	9-2010	2010-2011
Turnover				
Net Profit After TAX				
Total Assets				
Total Liabilities				
Staff				
	In the comp	any	In Net	working division
Total number of employees				
Administrative staff				
CISCO certified professionals				
Hardware Engineers				
Field Engineers				
Others				
Network product Partnership				
Manufacturers with whom the comparpartnership	any has			
What is the status of partnership				
(like Gold, Silver etc.)				
How long the company is associated Manufacturer	with the			
Please submit the following details of maj three years i.e. 2008-09, 2009-10 and 2010-	or projects execu	ted by t	he compa	any during the las
1) Name of the Client				
2) Description of the project				
3) Contract amount				
4) Details of equipment supplied under the	project			
5) Contact person with phone No.				

ANNEXURE 4.

CLIENTS' REFERENCES

<u>Major Network Integration Projects carried out in India during the last three years</u>
The following information should be provided in the format below separately for each NETWORK PROJECT for which the client legally contracted your Company. (Please attach additional sheets wherever necessary)

Name of the client	
Total Value of the project given to the Company	
Contact person from the client side for reference purpose on details of this project	
Contact Phone Nos. of the Client	
Nature of the Project	Design of the Network
(Please tick the relevant points)	Supply of routers and modems
	Procurement of leased lines and ISDN lines
	Implementation of the network
	Network Monitoring
	Maintenance of the network links
	Maintenance of the network equipment
No. of sites implemented in the project	
Professional staff provided by your firm for the project	
Duration of the project	
Any other relevant details on the project	
Details of the Network equipment used in the project	

Routers:	
Modems:	
Letter of Satisfaction	Copy of letter to be Enclosed

ANNEXURE – 5

BID SECURITY FORM

Whereas(hereinafter called "the Bidder") has submitted its bid dated (date of submission of bid) for the supply of
and/or description of the goods) (hereinafter called "the Bid").
KNOW ALL PEOPLE by these presents that WE (name of bank) of
(name of country), having our registered office at (address of
bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of
for which payment well and truly to be made to the said
Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with
the Common Seal of the said Bank this day of 201
THE CONDITIONS of this obligation are:
1. If the Bidder
(a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid
Form; or
(b) does not accept the correction of errors in accordance with the Instructions to
Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Bank during
the period of bid validity:
(a) fails or refuses to execute the Contract Form if required; or
(b) fails or refuses to furnish the performance security, in accordance with the
Instruction to Bidders.
We undertake to pay the Bank up to the above amount upon receipt of its first written
demand, without the Bank having to substantiate its demand, provided that in its demand
the Bank will note that the amount claimed by it is due to it, owing to the occurrence of
one or both of the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to and including forty five (45) days after the
period of the bid validity, and any demand in respect thereof should reach the Bank not
later than the above date.
(Signature of the Bank)
NOTE: 1 Successful hidder should ensure that the seal and CODE No. of the

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

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

ANNEXURE - 6

CONTRACT FORM

THIS AGREEMENT made theday of	201 Between Indian
Bank (hereinafter "the Purchaser") of the one part and	(Name of Supplier)
of (City and Country of Supplier) (hereinafter calleother part:	ed "the Supplier") of the
•	
WHEREAS the Purchaser invited bids for certain Goods	•
viz., (Brief Description of Goods and Serv	<i>ices) and</i> has accepted
a bid by the Supplier for the supply of those goods and	services in the sum
of(Contract Price in Words and Figures) (Contract Price").	hereinafter called "the

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.
- In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

TO	TAI	_ V	AL	U	E:
----	-----	-----	----	---	----

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:

ANNEXURE - 7

PERFORMANCE SECURITY FORM

Bank Guarantee No.	Date :
To: INDIAN BANK, Chennai, INDIA:	
called "the Vendor") has undertaken, dated,	ou in the said Contract that the Vendor shall ognised bank for the sum specified therein as informance obligations in accordance with the evendor a Guarantee: are Guarantors and responsible to you, on industrial of the contract and industrial of th
Date Address:	201

NOTE

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

ANNEXURE - 8

COMMERCIAL BID FORMAT (To be submitted after Reverse Auction)

10	
	Date:

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

Dear Sir,

Sub: Supply of Cisco Routers for Wide Area Network with Buyback.

Ref: Bid No. HO:TMD:PG:341:2011-12 dated 27.01.2012.

Having examined the Bidding Documents including Addenda Nos.(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to SUPPLY OF NETWORK EQUIPMENT FOR Wide Area Network Expansion project for your Bank, and we submit our commercial bid as follows:

PRICE SCHEDULE

Item I - Details of Router Price

1	2	3	4	5
S. No.	Item Description	Qty (Nos.) A	Unit Price with delivery & installation at destination and all other charges (Inclusive of sales tax and other taxes and duties etc) (Rs.) B	Total Price with delivery & installation at destination and all other charges (Inclusive of Sales tax and other taxes and duties etc) (Rs.) C = A x B
1.	Branch Routers Cisco 1921 Routers with 3G backup	555		-
2.	Zonal Office Routers Cisco 2911 routers with switch module.	35		
3.	Total cost of Routers (1 +2)	590		

Item II - Details Buyback Price

1	2	3	4	5
S. No.	Item Description	Qty (Nos.) A	Buyback Unit Price (Rs.) B	Total Buyback Price (Rs.) C = A x B
1	1760 Router	503		
2	2610 Router	52		
3	3745 Router	48		
4	Total Buyback cost of Routers	603		

Item III Summary (Price of Router with Buyback)

1	2	3
S. No.	Item Description	Total Price (Rs.)
1	Total Router Cost (As per Total of item I)	
2	Less: Buyback Cost of Routers (As per Total of item II)	
	Price(including supply, ifting, installation and buyback etc)	

- * The bidder should quote their price in Reverse Auction after taking the following details into account,
 - 1. Price of Routers with all taxes, levies, Insurance, delivery & installation and all other charges etc
 - 2. Shifting of Routers
 - 3. Buyback cost of Routers

*	The Octroi and Entry Tax if any paid will be reimbursed on production of the original receipt.				
We	e abide by details given above and the terms of the bid document.				
Da	Dated this day of				
	Signature (In the Capacity of)				
	Duly Authorised to sign bid for and on behalf of (give below the Name & Address of Bidder)				

ANNEXURE - 9

SCOPE OF WORK

The technical scope of work is to provide connectivity to branches and Zonal Offices by replacing the existing routers with new routers being supplied or with the routers being shifted to provide backup to all branches. This project includes but not limited to the following:

- 9.1. Supply of routers to branches and Zonal Offices mentioned in annexure -
- 9.2. Replacement of existing Router with the newly ordered devices and ensure the Branches function smoothly for accessing Bank's Network resources with respect to devices and links. The end-to-end activity to be taken care by the selected bidder and all the charges related to the activity to be included as per the BOM format only, whether it is explicitly mentioned in the RFP or not. On replacement of branch routers the branches will have MPLS leased line connectivity with GPRS/3G backup. The details of activity to be carried out at branches which are supplied with Cisco 1921 router are as follows:-
 - 9.2.1 Configure the new router to connect MPLS cloud of BSNL on serial interface.
 - 9.2.2. Configure BGP routing
 - 9.2.3 Install the SIM and configure the GPRS link
 - 9.2.4 Complete necessary security related configuration which includes ACL and IPSEC VPN related configurations.
 - 9.2.5 Replace the router and mount the router in the rack.
 - 9.2.6 Connect the Leased line modem using the existing V.35 cable.
 - 9.2.7 Connect the GPRS/3G Antenna and LAN cable.
 - 9.2.8 Power on the router and test the primary and backup connectivity.
 - 9.2.9 Call the DC on 044-25382422/66845147/66845148 and confirm that the router is working fine.
 - 9.2.10 Take over the existing router back either for shifting or as buy back.
- 9.3 Shift the routers from branches to branches as mentioned in annexure 10.
- 9.4. Activities to be carried out at branches which receive the Cisco 1841 routers shifted from other branches.
 - 9.4.1 Configure the router to connect MPLS cloud of BSNL on serial interface.
 - 9.4.2. Configure BGP routing
 - 9.4.3 configure ISDN as backup

- 9.4.4 Complete necessary security related configuration which includes ACL and IPSEC VPN related configurations.
- 9.4.5 Replace the router and mount the router in the rack.
- 9.4.6 Connect the Leased line modem using the existing V.35 cable.
- 9.4.7 Power on the router and test the primary and backup connectivity.
- 9.4.8 Call the DC on 044-25382422/66845147/66845148 and confirm that the router is working fine.
- 9.4.9 Take over the existing router as buy back.
- 9.5 The routers to be shifted are to be done by the successful bidder by taking adequate precaution like proper packing etc and ensure that the router is shifted safely to new location. The necessary POD may be obtained from the courier agency and should be produced if the router is not traceable. The cost of shifting including packing, courier charges, insurance etc has to be borne by successful bidder. Bank will reimburse Octroi/Entry if any paid for by the Successful bidder for the shifting on production of relevant bills in Original.
- 9.6 The Cisco 2911 routers being supplied under this project to Zonal offices are to replace the existing Cisco 3745 routers or Cisco 1841 routers. The Cisco 3745 routers without cables are to be taken as buy back. Cisco 1841 routers if any replaced should be handed over the officer incharge at Zonal Office. The activities to be carried out at Zonal Offices are as follows:-
- 9.6.1 Configure the new router serial ports and Ethernet ports as existing in the old router.
- 9.6.2 If the Existing Zonal office routers has multiple LAN segments, all LAN segments should be configured in the router or in the switch module by configuring the switch ports as routed ports.
- 9.6.3 Enabling routing for connecting Wide Area Network (WAN) and InterVLAN communications if required for the technical solution including security requirements.
 - 9.6.4 Mount the routers on the rack.
- 9.6.5 Connect the leased line modems using existing cables and connect the LAN segments.
 - 9.6.6 Test the availability of connectivity for all LAN users.
- 9.6.7 Call the DC on 044-25382422/66845147/66845148 and confirm that the router is working fine.
 - 9.6.8 Take over the existing router without cables as buy back
- 9.7 Providing training to the Bank's officials
- 9.8. The Bidder has to supply all the Network Devices and other items to all the ordered locations as per the Specifications as mentioned in the Technical Specifications.
- 9.9 The WAN shall be equipped with following redundancy.

Bank is using MPLS and VSAT as primary connectivity and ISDN/GPRS/VSAT as backup connectivity.

In case of MPLS backed up by ISDN/GPRS, whenever leased line fails, the branch end shall initiate an ISDN/GPRS call to the central location automatically without any manual intervention. Similarly, whenever MPLS is restored, the link should switch over automatically from ISDN to MPLS.

In case of MPLS backed up by VSAT, whenever MPLS fails, the branch end shall automatically connect to the central location through VSAT link automatically without any manual intervention. Similarly, whenever MPLS is restored, the link should switch over automatically from VSAT to MPLS.

- **9.10.** The Bidder shall be fully responsible for installation and commissioning of the WAN Network devices including connecting the existing cables and other related activities such as unpacking, uncrating, inspection etc. for which the owner shall provide the required space. While installing, the bidder shall check physical availability of items as per the packing list. The Bidder shall arrange for all testing equipments and tools required for installation, maintenance and also arrange vehicle for transport at no extra cost to the Bank.
- **9.11** The Bidder shall provide all other required services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, and maintainability of the network.

ANNEXURE - 10

Installation report

PROFORMA OF CERTIFICATE FOR ISSUE BY THE BRANCH/ OFFICE AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT

Date:

Sub: Certificate	of	commis	ssior	ning	of	equipment
------------------	----	--------	-------	------	----	-----------

	Th:	in the months of	that the antique at a datable delay.				
acc	/have been received in essories (subject to re	in good conditic emarks in Para	that the equipment as detailed below on along with all the standard and special No. 2) and a set of spares in accordance been installed and commissioned.				
(a)C	Order No		dated				
(b)[Description of the equip	pments					
(c) (Quantity						
(d) l	Date of delivery		_				
(e)[Date of installation / co	mmissioning _					
2.	Detail	Details of accessories/spares not yet supplied.					
	S. No). Description	n Amount to be recovered				
3.	The existing router	r (old) without (cables is taken by vendor.				
	S. No. of the route	er handed over:	Model No				
4.	The systems have been installed to our entire satisfaction.						
5.	The supplier has fulfilled its obligations as per order.						
			or				
The	supplier has failed to	fulfill its obligat	ions with regard to the following:				
	(a)						
	(b)						
		Sign	nature with date				
		Nam	ne				
	Branch Name:	Desi	gnation with stamp				

List of locations where router to be supplied, shifted and old router to be taken as buy back.

The List of locations for supply of routers, shifting of routers and buyback of routers are given as an attachment to the Bid Document separately.