



BIDDING DOCUMENT

FOR

Supply of 300 nos. of Cisco1905 Routers with 3G Backup for Wide Area Network Project

**Indian Bank, Head Office,
Technology Management Department,
66, Rajaji Salai, Chennai – 600001**

Phone Nos. 25269440, 25250155, 25210327

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

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**SECTION – I
INVITATION FOR BIDS (IFB)**

1. Indian Bank is premier Public Sector Bank with over 1822 branches and having a business of more than Rs.174934 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, Jaffna and Colombo and has reciprocal arrangements with various foreign banks across the globe. The Bank has already networked over 2000 locations spread across the country and have implemented Core Banking solution in all the branches. Bank has installed more than 1085 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 70000 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 augment the Wide Area Network further in line with its various IT initiatives and plans, Bank invites sealed quotations from all eligible bidders for supplying 300 Nos. of Cisco 1905 Routers for its Wide Area Network (WAN) expansion project. Part-I of the Bid document will consist of Technical Details and Part-II will be purely commercial.
3. A complete set of Bidding Documents in English is provided for this purpose. The cost of the bid document is Rs.5000/-. 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 at the address given above 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 17.02.2011** and must be accompanied by a **Bank Guarantee of INR 7,50,000/-**. Late Bids will be rejected.

Part I (technical bid) will be opened for evaluation by the Bank **at 15:30 Hours on 17.02.2011** in the presence of the bidders.

. Part I of the Bid will be opened in the presence of eligible Bidders' representatives who choose to attend at the following address.

**Indian Bank, Head Office,
Expenditure Department, Ground Floor,
Govindu Maligai, Second Line Beach,
Chennai - 600 001, India.**

After technical evaluation, only the eligible bidders will be communicated about the date and time of reverse action.

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 thereof.
 - (iii) The bank can extend the time for submission of all the Bid proposals.
 - (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.

About Bank's Network

Indian Bank, a public sector Bank, has networked all the branches and implemented Core Banking Solution. More than 1822 branches are connected through Wide Area Network.

Details about design:

- All the branches are connected to their respective Zonal offices 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 128-Kbps. This bandwidth will be upgraded further if required.
- At Zonal Office, two routers are provided to take care of redundancy, as a router failure at Zonal Office will affect all the branches in that Zone.
- At Zonal Office, the leased line coming from a branch is connected to one router and the ISDN line at the branch will dial on to the second router, so that the router failure at Zonal Office will not affect the branch functioning.
- Zonal Office is connected to the Data Centre and DR site with necessary bandwidth through MPLS-VPN service of Network Service providers.
- **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**

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1. DESCRIPTION

- 1.1 The name of the assignment is 'Supply of Network Equipment for Wide Area Network (WAN) Expansion Project for Indian Bank'.
- 1.2 The Bank proposes to expand its Wide Area Network to cover new Branches/Sites/Extension counters/Offsite locations.
- 1.3 The Bid is for supply of 300 Nos. of Cisco 1905 Routers for WAN expansion and for replacement of existing routers and for new sites to be added in the network. 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. But, the quantity mentioned in this clause for each of the items will be considered for commercial evaluation.
- 1.4 The description and the objectives of the Assignment are
 - The Bidder has to supply the specified network equipment only.
 - The Bank's Network integrator will be installing, configuring and integrating them with the Bank's network.
- 1.5 All the communications in this project must be in English only.

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 format-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 along with Part I.
- 3) The vendor should have supplied Cisco Routers to **a minimum of two leased line based Wide Area Network projects** covering more than **300 branch 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 with Part I. 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 format-4 given in Section V. If any column in this format is unfilled, the bid is liable for rejection.
- 4) 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 format-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 of networking equipment as per the details given in the technical bid (Format1 in section V) to the locations to be informed later based on the feasibility of leased lines..

4. TIMEFRAME FOR COMPLETION OF PROJECT

Purchase order will be issued for the entire quantity of equipment called for in the bid.

The delivery of routers has to be done in phases as per the delivery instructions to be given by the Bank over a period of six months from the date of purchase order. But, the total quantity for which delivery instructions will be given may be less than the quantity called for in the bid or more than the quantity called for in the bid up to an extent of 25%.

Equipment should be supplied within Six weeks from the date of issue of delivery instructions for supply of equipment. In case of sites requiring Road Permits, bidder has to deliver the routers within Eight weeks from the date of issue of delivery instructions 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.

5. PRE-DELIVERY INSPECTION:

Bank reserves the right to carry out Pre-delivery inspection of the equipment to be delivered as per the purchase order. Indian Bank Officer/third party may carry out this inspection, the cost for which will be borne by the Bank.

6. SPECIFICATIONS OF THE EQUIPMENT

1) CISCO 1905 Routers with 3G Backup facility

Product	Description	Quantity
CISCO1905-SEC/K9	Cisco 1905 Bundle HWIC-1T,CAB-SS-V35MT-256F/256D,SEC Lic	1
S19UK9-151-2T	Cisco 1900 ISO UNIVERSAL	
HWIC-3G-HSPA	3G (Non-US) HWIC /UMTS/ -850/900/1800/1900/2100MHz;Quad-band 2G	1
3G-HSPA-FW2.0.7.19	FW for HWIC-3G-HSPA	1
CAB-ACSA	AC Power Cord(India/South Africa),C13,Bs 546,1.8m	1
3G-ANTM1919D	Multi-Band Swivel Mount Dipole Antenna - Faceplate Mount	1
CAB-SS-V35MT	V.35 Cable, DTE Male to Smart Serial, 10 Feet	1
SL-19-IPB-K9	IP Base License for Cisco 1900	1
SL-19-SEC-K9	Security License for Cisco 1900	1
3G-AE015-R	Single Unit antenna Extension Base (15 feet cable included)	1

SECTION III - INSTRUCTIONS TO BIDDERS

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1. Introduction

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

2. Amendment of bidding documents

- 2.1 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.
- 2.2 All prospective bidders, who have received the bidding documents, will be notified of the amendment in writing and it will be binding on them.

3. Documents constituting the bid

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

3.2 Technical Bid

3.3 Commercial Bid (To be submitted by the successful bidder after reverse auction)

3.4 Bid security (Earnest Money Deposit)

3.5 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 rejected.

TECHNICAL BID

- i) Validity period of the bid should be clearly mentioned.
- ii) You are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at bidders own risk and may result in the rejection of the proposal.
- iii) The bidder should quote only the brand and model of equipment called for in the Bid and should never quote other brands or models for the same type of equipment. Doing so may lead to disqualification of bid.
- iv) Format 1 to 5 of section V

The technical proposal must not include any financial information.

FINANCIAL BID: The qualifying bidders should participate in the reverse auction as per the following terms and conditions.

- i) The price should be quoted in the format attached to this bid (Format–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, delivery 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.

4. AWARD OF CONTRACT

- 4.1 Within 10 days from the date of receipt of award notification, the company should sign the contract as per the format furnished herewith (Format- 6 in section V).

5. 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 (format-5 in section V) for a sum of Rs.7,50,000/- and valid for forty five (45) days beyond the validity of the bid.
- Unsuccessful Bidders' bid security will be discharged or returned.
- The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the performance security.
- The bid security may be forfeited if :
 - 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 10 days, or to furnish performance security.

6. 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. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

7. Format and signing of Bid

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

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

8. Sealing and marking of Bids

The Bidder shall seal the bid in separate envelope, duly marking the envelope as “Supply of Network Equipment for Wide Area Network Expansion Project - PART I (Technical Bid)”.

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

**Indian Bank,
Head Office,
Expenditure Department,
Ground Floor, ‘Govindu Maligai’,
Second Line Beach
Chennai - 600 001,
India.**

bear the name ‘**Supply of equipment for Wide Area Network Expansion project for Indian Bank - BID**’ and a statement: “**DO NOT OPEN BEFORE 17.02.2011**”, to be mentioned and submitted within the time and the date specified below.

9. Deadline for submission of Bids

Deadline for bid submission is : **17.02.2011 - 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.

10. Opening of bids by Bank

- The Bank will open the Part I of the bid (Technical bid) in the presence of officers authorised for the purpose and bidders' representatives at 15:30 hours on 17.02.2011.
- Bank calls for the commercial Bids through Reverse Auction. Intimation will be given to all qualifying bidders of technical bid about the date and time of reverse auction.
- The Bidders' names, bid modifications or withdrawals, the presence or absence of the requisite bid security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

11. Clarification of Bids

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

12. 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.
- The Bid is for supply 300 Nos. of Cisco 1905 Routers for WAN expansion and for replacement of existing routers and for new sites to be added in the network. 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.
- The comparison shall be between the price quoted inclusive of all taxes and duties of the goods/services offered and the bidder who has quoted the lowest will be awarded the contract.
- Bank reserves the right to negotiate with lowest bidder for further reduction in price, if is found that the rates are unreasonable.
- The Bank's evaluation of a bid will take into account, in addition to the bid price quoted, the cost of incidental services, if any mentioned in the bid.

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

13. 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.

14. Signing of Contract

- Bank will notify the successful Bidder that his 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 10 (ten) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Bank.

15. Performance Security

- Within 10 (ten) days of signing of contract, 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.
- 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.

16. Insurance

Insurance cover for 110% of the value of the equipment for transit is to be taken by the successful bidder.

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 hardware/software supplied, it is successful bidder's responsibility to replace/repair the systems immediately even without recourse to the insurance.

Section IV - Conditions of Contract

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1. DEFINITIONS

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

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

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.

1.3 Language

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

1.4 Address for communication

The address of the Bank is:

CHIEF MANAGER (CNW)
INDIAN BANK,
TECHNOLOGY MANAGEMENT DEPARTMENT,
2ND FLOOR, 66, RAJAJI SALAI,
CHENNAI - 600 001.
Phone 044-25269440, 25210327, 25250155;
Fax: 044-25215554
Email: cmcnw@indianbank.co.in

1.5 Notices

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

2. Obligations of the 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 client's business or operations without the prior written consent of the client.

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 client.

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. PERFORMANCE SECURITY:

4.1 Within 10 (ten) days of signing of contract, the Successful bidder shall furnish to the Bank the performance security equivalent to 10% of the contract amount valid for a period of **nine** months from the date of purchase order, in the form of a Bank Guarantee in the format enclosed.

4.2 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.

4.3 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.

5. 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 by Bank's system integrator or three months from the date of delivery, whichever is earlier.

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 10% 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.

6. LIQUIDATED DAMAGES

6.1 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 delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 5% of the contract amount. Once the liquidated damages reach 5% of the contract amount, the bank may consider termination of the contract.

6.2 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.

7. TERMINATION FOR DEFAULT

7.1 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 :

- a. if the Successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- b. if the Successful bidder fails to perform any other obligation(s) under the Contract.

- c. If the Successful bidder, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of 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.

7.2 In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder 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.

8. FORCE MAJEURE

8.1 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.

8.2 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.

8.3 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.

9. TERMINATION FOR CONVENIENCE

9.1 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.

10. SETTLEMENT OF DISPUTES

10.1 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.

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

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

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.

10.4 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

11. APPLICABLE LAW

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

SECTION V

BID FORM, PRICE SCHEDULES AND OTHER FORMATS

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1. TECHNICAL BID

Bid Ref No. HO:TMD:CNW:580 :2010-11 dated 27.01.2011

TO
 Indian Bank
 Head Office
 Technology Management Department
 II Floor, 66, Rajaji Salai,
 Chennai 600 001

Date:

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

SPECIFICATIONS OF THE EQUIPMENT

1) CISCO 1905 Routers with 3G Backup facility

Product	Description	Quantity	Please write Complied or Not Complied
CISCO1905-SEC/K9	Cisco 1905 Bundle HWIC-1T,CAB-SS-V35MT-256F/256D,SEC Lic	300	
S19UK9-151-2T	Cisco 1900 ISO UNIVERSAL	300	
HWIC-3G-HSPA	3G (Non-US) HWIC /UMTS/ - 850/900/1800/1900/2100MHz;Quad-band 2G	300	
3G-HSPA-FW2.0.7.19	FW for HWIC-3G-HSPA	300	
CAB-ACSA	AC Power Cord(India/South Africa),C13,Bs 546,1.8m	300	
3G-ANTM1919D	Multi-Band Swivel Mount Dipole Antenna - Faceplate Mount	300	
CAB-SS-V35MT	V.35 Cable, DTE Male to Smart Serial, 10 Feet	300	
SL-19-IPB-K9	IP Base License for Cisco 1900	300	
SL-19-SEC-K9	Security License for Cisco 1900	300	
3G-AE015-R	Single Unit antenna Extension Base (15 foot cable included)	300	

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 models quoted.

We submit that we should abide by your Standard 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.

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

Dated this day of 201.....

.....
Signature

(In the Capacity of)

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

2. MANUFACTURER'S AUTHORIZATION FORM

No. _____ dated

To

Dear Sir:

BID REF. NO. HO/TMD/CNW/580/ 2010-2011 DATED 27.01.2011

We _____ who are established and reputable manufacturers of _____ (*name & descriptions of goods offered*) do hereby authorise M/s _____ (*Name and address of bidder*) to submit a bid, and sign the contract with you for the goods manufactured by us against the above bid.

We hereby extend our full guarantee and warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this bid.

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.

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			
<i>Financial Background (in Crores)</i>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Turnover			
Net Profit After TAX			

<i>Total Assets</i>			
<i>Total Liabilities</i>			
Staff			
	In the company	In Networking division	
Total number of employees			
Administrative staff			
CISCO certified professionals			
Hardware Engineers			
Field Engineers			
Others			
Network product Partnership			
Manufacturers with whom the company has partnership			
What is the status of partnership (like Gold etc.)			
How long the company is associated with the Manufacturer			
<p>Please submit the following details of all projects executed by the company during the last three years i.e. 2007-2008, 2008-2009 and 2009-2010.</p> <ol style="list-style-type: none"> 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. 			

4.CLIENTS' REFERENCES

Network Integration Projects carried out in India in the last three years which best illustrate qualifications

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 (Please tick the relevant points)	<ul style="list-style-type: none"> • Design of the Network • 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:	
ISDN NT boxes:	
Letter of Satisfaction	Enclosed / Not Enclosed

5. BID SECURITY FORM

Whereas(*hereinafter called "the Bidder"*) has submitted its bid dated (*date of submission of 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 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 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.

6. CONTRACT FORM

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz.,..... (*Brief Description of Goods and Services*) and 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*) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

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

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

7. PERFORMANCE SECURITY FORM

Bank Guarantee No. _____ Date _____ :

To : INDIAN BANK, Chennai, INDIA :

WHEREAS (Name of Vendor) hereinafter called "the Vendor") has undertaken, in pursuance of Contract No..... dated,..... 200... to supply.....(Description of Goods and Services) (hereinafter called "the Contract").

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

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

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

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

Signature and Seal of Guarantors

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

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

NOTE :

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

8. COMMERCIAL BID

(TO BE SUBMITTED BY SUCCESSFUL BIDDER AFTER REVERSE AUCTION)

Bid Ref. No. HO:TMD:CNW: 580:2010-11 dated 27.01.2011

TO

Date:

Indian Bank
 Head Office
 Expenditure Department
 Ground Floor, Govindu Maligai,
 Second line Beach,
 Chennai 600 001

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 as per the reverse auction conducted on _____we submit our commercial bid as follows:

PRICE SCHEDULE

1	2	3	4	5
S. No.	Item Description	Qty (Nos.)	Unit Price for delivery at destination (Inclusive of sales tax and other taxes and duties) (Rs.)	Total Price for delivery at destination (Inclusive of Sales tax and other taxes and duties) (Rs.)
1.	Branch Routers Cisco 1905 routers with 3G backup	300		

* Price to include all taxes, duties, levies, insurance, delivery etc but exclusive of Octroi and Entry Tax.

* The Octroi and Entry Tax paid will be reimbursed on production of the original receipt.

* In case of discrepancy between unit price and total price, the unit price shall prevail.

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

Dated this day of 201.....

.....

Signature
 (In the Capacity of)

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