

REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G(SINGLE SIM BASED) OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS



PASCHIM BANGA GRAMIN BANK

**DEPARTMENT OF INFORMATION TECHNOLOGY, HEAD OFFICE
NATABAR PAL ROAD, CHATTERJEE PARA MORE
HOWRAH – 711101**

RFP Ref. No: PBGB/HO/DIT/1561/2023-24 Date: 30/09/2023

The information provided by the bidders in response to this Request for Proposal (RFP) will become the property of Paschim Banga Gramin Bank and will not be returned. The Bank reserves the right to amend, rescind, cancel or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this RFP without assigning any reason whatsoever.

This document is prepared by Paschim Banga Gramin Bank for SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G(SINGLE SIM BASED) OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

While the document has been prepared in good faith, no representation Or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by PASCHIM BANGA GRAMIN BANK or any of its employees, relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The purpose of this RFP document is to provide Bidder with information to assist the formulation of their Proposals. This RFP document does not claim to contain all the information each Bidder may require. The RFP is not an offer by Paschim Banga Gramin Bank, but an invitation for bidder's responses. No contractual obligation on behalf of Paschim Banga Gramin Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of Paschim Banga Gramin Bank and the Bidder. Paschim Banga Gramin Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document.

CONTENTS

1.	Introduction	9
2.	Eligibility Criteria	9
1.	Invitation for Bids	12
2.	Due Diligence	12
3.	Tender Document and & Fee.....	12
4.	Earnest Money Deposit.....	13
5.	Rejection of the Bid	14
6.	Pre Bid Meeting.....	14
7.	Modification and Withdrawal of Bids.....	14
8.	Information Provided	14
9.	Clarification of Offer.....	15
10.	Late Bids.....	15
11.	Issue Of Corrigendum.....	15
12.	For Respondent Only.....	15
13.	Disclaimer.....	15
14.	MSME Bidder.....	15
15.	Costs Borne by Respondents	16
16.	No Legal Relationship	16
17.	Cancellation of Tender Process	16
18.	Corrupt And Fraudulent Practices.....	17
19.	Non-Transferrable Offer	17
20.	Address of Communication.....	17
21.	Period of Bid Validity	17
22.	No Commitment to Accept Lowest or Any Bid	17
24.	Acceptance of Terms	18
25.	RFP Response	18
26.	Preliminary Scrutiny.....	18
27.	Notification.....	18
28.	Erasures or Alterations.....	19
29.	Clarifications on and Amendments to RFP Document.....	19
30.	Language of Bids.....	19
31.	Authorized Signatory.....	19
32.	Submission of Offer – Two Bid System	19
33.	Preference to Make in India	21
34.	Restriction On Procurement Due to National Security	23

36.	Adoption of Integrity Pact	25
37.	Other Terms and Conditions	25
2.1	Eligibility Evaluation:.....	27
2.2	Technical Evaluation:.....	27
2.3	Commercial Evaluation.....	27
4	Award of Contract.....	29
1.	Order Details	42
2.	Installation and Commissioning	42
3.	Shifting of Link	42
4.	Schedule of Delivery	42
5.	Network Uptime	42
6.	Acceptance Testing.....	43
7.	Penalty	43
8.	Sub-Contracting	44
9.	Paying Authority	44
10.	Performance Bank Guarantee	45
11.	Liquidated Damage	45
12.	Price Validity	45
13.	Single Point of Contact	46
14.	Taxes	46
15.	Confidentiality and Secrecy	46
16.	Right to Alter Quantities	47
17.	Compliance With Laws	48
18.	Force Majeure.....	49
19.	Completeness of the Project	49
20.	Acceptance Testing.....	49
21.	Order Cancellation	50
22.	Indemnity.....	51
23.	Publicity	53
24.	Privacy and Security Safeguards	53
25.	Technological Advancements	53
26.	Guarantees	54
27.	Exit option and Contract Re-Negotiation.....	54
28.	Signing of Contract	55
29.	Technical Inspection and Performance Evaluation	55
30.	Verification	55

31.	Termination.....	56
32.	Termination for Convenience	56
33.	Termination for Insolvency	56
34.	Termination for Default.....	57
35.	Consequences of Termination.....	57
36.	Dispute Resolution Mechanism	57
37.	Arbitration	58
38.	Applicable Law and Jurisdiction of Court.....	59
39.	Limitation of Liability	59
40.	Privacy & Security Safeguards.....	60
41.	Non-Disclosure Agreement	60
42.	Amendment(s) In the Contract / Service Level Agreement.....	60
43.	Severability.....	61
44.	Blacklisting	61
45.	Notices.....	63
46.	Adherence to Data Security	63
47.	Reverse Transitioning	64
	ANNEXURE – A.....	65
	Annexure – B.....	66
	ANNEXURE – C.....	67
	Annexure - D.....	78
	Annexure – E	79
	Annexure – F	80
	Annexure – G	82
	Annexure – H.....	86
	Annexure – I	87
	Annexure – J	89
	Annexure – K.....	90
	Annexure – L.....	91
	Annexure – M.....	92
	Annexure – N	93
	Annexure – O	94
	Annexure- P.....	95
	Annexure – R.....	101
	Annexure – S.....	102
	ANNEXURE – T.....	103

ANNEXURE – U	104
ANNEXURE-V	105
Annexure – X	108
Annexure- Y	109
Annexure - Z	111
Annexure - AA	112
Annexure - AB	113

Annexure No.	Subject
A	Tender Offer Forwarding Letter
B	General Details of The Bidder
C	Technical Requirements
D	Masked Commercial Template
E	Commercial Bid
F	Performa For Performance Bank Guarantee
G	Integrity Pack
H	Format for Pre-bid queries
I	Format of Bank Guarantee (EMD)
J	Non-Blacklisting / Non-Debarment of The Bidder
K	Abide By All By-Laws / Rules / Regulations
L	Undertaking by the Bidder
M	Undertaking by the Bidder
N	GST Law
O	Central Minimum Wages Act & Labour Laws
P	Non-Disclosure Agreement
Q	Price Validity & Acceptance of All Terms & Conditions Of RFP
R	Acceptance of Responsibility
S	Certificate From Chartered Accountant
T	Restriction On Procurement Due to National Security
U	Power of Attorney
V	Self-Certificate for Local Content
W	Escalation Matrix & Support Centre
X	Compliance Chart
Y	Summary of Link Feasibility Report
Z	No Deviation
AA	Eligibility Compliance
AB	Branch-wise Link Feasibility Report

Bid Schedule and Address :

Tender Reference	RFP Ref No: PBGB/HO/DIT/1561/2023-24 Date: 30/09/2023
Cost of Tender Document	Rs.5,000/- (Rupees Five Thousand Only)
Date of issue of RFP	30/09/2023
Earnest Money Deposit (EMD)	Rs. 20,00,000/- (Rupees Twenty Lacs Only)
Date of commencement of sale of tender document	30/09/2023
Last date for submitting queries for the Pre-bid Meeting	On or before 09/09/2023 up to 05:00 PM
Pre bid Meeting and Venue	10/09/2023 at 3:30 PM Paschim Banaga Gramin Bank, Head Office Department of Information Technology Natabar Pal Road, Tikiapara Howrah - 711101
Last Date and Time for receipts of tender bids	31/10/2023 at 03:00 PM
Opening of Technical Bids	31/10/2023 at 04:00 PM
Opening of Commercial/Price Bid	Will be informed subsequently to eligible & technically qualified bidders.
Website for Online RFP	https://www.pbgbank.com &
Address of Communication	General Manager, Paschim Banaga Gramin Bank, Head Office Department of Information Technology Natabar Pal Road, Tikiapara Howrah - 711101
Email address	ho.tender@pbgb.co.in
Contact Telephone/Fax Numbers	Tel : 033-26679478/2477
Note: Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of Bank in this regard shall be final, conclusive and binding on all the Tenderers	

Note :-

If last day of submission of bid is declared a holiday under NI Act by the Government or any restriction imposed by Government, subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.

Part I - INTRODUCTION

1. About PBGB :

Paschim Banga Gramin Bank (hereinafter referred to as 'Bank or PBGB') is one of the leading Regional Rural Bank in West Bengal with 230 branches in rural areas across five districts viz. Howrah, Hooghly, Purba Bardhaman, Paschim Bardhaman and Birbhum. The Bank has implemented **Core Banking Solution (CBS)** with Finacle 7.0.18 at the branches and all offices and has been automating all operations in the controlling offices/branches. Bank intends to implement secondary MPLS network link through wired or 4G/ 5G or RF media in it's branches & offices.

1.1 Introduction :

The PBGB intends to Bank intends to implement secondary MPLS network link through wired or 4G/ 5G or RF media in it's branches & offices for 5 years.

Presently Bank is having BSNL MPLS link in wired media and Airtel's 4G link in branches. As a part of continuous technology upgrade, the Bank is in process of upgrading core Banking System & Application. To provide flawless access of CBS application from branches a secondary MPLS network link through wired or 4G/ 5G or RF media will be implemented in place of Airtel's 4G link and should act as failover / backup of BSNL MPLS link with load sharing mode under normal situation.

The detailed scope of work has been defined Section – 3 (Scope of Work) of this RFP.

1.2 Objective of RFP:

Paschim Banga Gramin Bank Invites Request for Proposal (hereinafter referred to as "RFP" or "Tender") for selection of vendor for supply, commissioning, maintenance & management of MPLS link on wired or 4G/5G or RF media in branches & offices for five years.

The vendor will be engaged for network link implementation activities from date of acceptance of Purchase Order till completion of the project. The vendor will further be engaged for maintenance of the network link for a period of **5 years**.

Vendor needs to provide 240 number 5G corporate SIM cards with calling, sms & data facility for the branches and offices in the same scope of the RFP.

- Voice Call Should be unlimited.
- Minimum 100 SMS per month.
- Minimum Data 30 GB per month.

2. Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted in Eligibility Bid.

Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

Sl. No.	Criteria	Proof of documents to be submitted
1.	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter or Companies registered as MSME Entrepreneur & still categorized as MSME for the last 3 years as on RFP issuance date.</p> <p>Bidder / Partner/ Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p>	<ol style="list-style-type: none"> 1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid. 6. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.
2.	<p>The bidder should have had an annual turnover of more than Rs. 100 Crores during each of the last three financial years as evidenced by the audited accounts of the company / division.</p>	<p>Copy of the audited Balance Sheets for the preceding three years (i.e. 2019-20, 2020-21 and 2021-22).</p>
3.	<p>The bidder should have made operating profit last three financial years (i.e. 2019-20, 2020-21 and 2021-22).</p>	<p>Copy of the audited Balance Sheets for the preceding three years (i.e. 2019-20, 2020-21 and 2021-22).</p>
4.	<p>The bidder should be a Telecom Service Provider and should have a valid DoT, Indian Government License to provide National Long Distance services in India.</p> <p>Incase bidder is proposing 4G/ 5G mobile based MPLS link, the bidder should also have valid NLD license to operate 4G/5G based MPLS network in India.</p> <p>The validity of the license should be more than five years from the date of this RFP. In case the bidder has license where validity is less than 5 years, a declaration should be submitted by the bidder regarding obtaining renewal/fresh license.</p>	<p>Copies of the licenses to be provided along with self-attestation by the authorized signatory with company seal. In case the bidder has license where validity is less than 5 years, a declaration should be submitted by the bidder regarding obtaining renewal/fresh license.</p>
5.	<p>The bidder should have commissioned and running at least 300 MPLS links over proposed media (wired or 4G/5G or RF) as last mile in a Public / Private Sector Bank/ Regional Rural Bank / Government Organization within India</p>	<p>Purchase order and execution certificate from existing customer(s).</p>

	as on RFP submission date.	
6.	The bidder should have an experience of minimum 3 years in providing MPLS link only in proposed media in India.	Declaration by the bidder that they have the required experience.
7.	The Bidder should have their own & independent full-fledged "Network Management Centre (NOC/NMC)", round the clock (24x7) manned by skilled & technical manpower, for efficient central & remote monitoring, configuration, diagnosis troubleshooting and performance management of backbone network and last mile network of customers.	Necessary details such as location details, Technology used & resources deployed etc. to be submitted.
8.	The Bidder should have preferably service support center in West Bengal and Undertake to provide seamless service to branches from the service support centers.	List of Support Service Centre with Address & contact details, Manpower Strength, Value of Stocks of Spares, Model and type of WAN devices serviced etc. should be specified in Annexure – W.
9.	Bidder should not have been debarred/black-listed for corrupt and fraudulent practices by any Bank / Govt. / Govt. agency/PSUs Bank(s)/Financial Institutions in India in the past as on RFP submission date.	An undertaking to this effect must be submitted on company letter head duly signed & stamp. Please refer as per the format of Annexure – "J" .
10.	The bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against selected bidder by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the bidder's company to that effect should be submitted.

Note: - In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product. Bank right to verify the credential letter submitted by bidder directly from respective client. Credential letter should be undersigned with the rank of DGM/VP or above.

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.** BANK reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason whatsoever.

Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

The PBGB invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced perspective bidders having proven capabilities for Selection of Vendor for Supply, Commissioning, Maintenance & Management of MPLS Link on Wired or 4G/5G (Single SIM based) or RF media In Branches & Offices for Five Years.

The prospective bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to Bank. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which Bank shall not be held responsible.

3. Tender Document and Fee

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs.10,000/- (Rupees Ten Thousand Only)**.

A complete set of tender documents can also be downloaded from Bank's website www.pbgbank.com. The Cost of tender documents shall be paid through NEFT mode or by Demand Draft / Banker's Cheque / Pay Order drawn in favour of Bank payable at Kolkata. The bidder has to provide the Bank the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the bid documents), failing which the bid of the concerned bidder will be rejected. The Cost of tender document is non-refundable.

In case of bidders being an MSME under registration of any scheme of Ministry of MSME, they are exempted from the submission of EMD and the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted along with the bid.

The Bank details are as below:

Bank details for Tender Fee	Address for Obtaining printed copy of RFP
Account Number-10011082030033 Account Name- TENDER FEES Branch- HEAD OFFICE IFSC- UCBA0RRBPBG	Paschim Banga Gramin Bank Head Office : Natabar Pal Road, Chatterjee Para More, Tikiapara, Howrah, West Bengal - 711101

4. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit along with Eligibility Bid in the form of Bank Guarantee valid for a period of 180 days, with a further claim period of 30 days from the date of opening of Eligibility/Technical Bid in the format given in **Annexure I**, in favour of Paschim Banga Gramin Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
RFP for SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G(SINGLE SIM BASED) OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS	Rs.20,00,000/- (Rupees twenty Lakhs Only)

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The EMD will not bear any interest and it may be forfeited under the following circumstances:

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- d. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- e. In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of BANK.
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of BANK within the stipulated time period or before the execution of Service Level Agreement (SLA).

5. Rejection of the Bid

The Bid is liable to be rejected if:

- a. The document does not bear signature of authorized person on each page signed and duly stamp.
- b. It is received through Fax/E-mail.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. Incomplete Bids /Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. Non-submission of Integrity pact or any other documents mentioned in the RFP shall be liable for rejection
- f. Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.
- g. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- h. Non-submission of Pre Contract Integrity Pact as per format given in **Annexure – G**.

6. Pre Bid Meeting

The queries for the Pre-bid Meeting should be reached by email on or before the date mentioned in the Bid Control Sheet by e-mail to **pbgbfin10@pbgb.co.in**. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site and sent to each individual bidder. The Pre-Bid Meeting schedule is mentioned in bid control sheet.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Pre-bid queries raised by the bidder(s) are to be submitted in the format given in **Annexure – H**.

7. Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank.

8. Information Provided

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

9. Clarification of Offer

To assist in the scrutiny, evaluation and comparison of offers/bids, Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of Bank in this regard shall be final, conclusive and binding on the bidder.

10. Late Bids

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

11. Issue Of Corrigendum

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

12. For Respondent Only

The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

13. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

14. MSME Bidder

Any enterprise registered under Udyam registration as Micro and Small Enterprise (MSEs), having valid Udyam registration certificate and/or Udyog Aadhaar (UAM) and category valid as on bid submission date are eligible to avail the benefits under the policy. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service.

A. Exemption:

To reduce transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposit,

adopting e-procurement to bring transparency in tendering process. However, exemption from paying Performance Bank Guarantee is not covered under the policy. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, complex and critical services, procurement of product of high importance and urgent products etc.) where procuring entity may prefer the vendor to have prior experience rather than giving orders to new entities.

B. Purchase preference to Micro and Small Enterprises (MSEs):

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

15. Costs Borne by Respondents

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

16. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

17. Cancellation of Tender Process

PBGB reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of PBGB in this regard shall be final, conclusive and binding upon the bidders.

The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action.

18. Corrupt And Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an 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 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.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

19. Non-Transferrable Offer

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

20. Address of Communication

Offers / bid should be addressed to the address given in bid control sheet and uploaded on e-tendering website.

21. Period of Bid Validity

Bids shall remain valid for one year after the date of bid opening prescribed by BANK. BANK holds the rights to reject a bid valid for a period shorter than 1 year as non-responsive, without any correspondence. In exceptional circumstances, BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

22. No Commitment to Accept Lowest or Any Bid

Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those

received late or incomplete offers without assigning any reason whatsoever. Bank reserves the right to make any changes in the terms and conditions of purchase. Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

23. Errors and Omissions

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within time as given in control sheet.

24. Acceptance of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event, bank may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, Bank shall appropriate the EMD/invoke the PBG of the successful bidder.

25. RFP Response

If the response to this RFP does not include the information required or is incomplete or submission is through Fax or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

26. Preliminary Scrutiny

Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. Bank reserves the right for such waivers and this shall be binding on all vendors.

27. Notification

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been

accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

28. Erasures or Alterations

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid.

29. Clarifications on and Amendments to RFP Document

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

30. Language of Bids

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

31. Authorized Signatory

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

32. Submission of Offer – Two Bid System

Bank will follow Two Bid System i.e., Separate Eligibility & Technical bid. **Eligibility Bid** – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Integrity Pact, **Technical Bid** – containing Technical Information, Masked Commercial Bid & Technical Bill of Materials and **Commercial Bid** – containing indicative Price Information.

The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given

in the RFP, except prices along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Integrity Pact on a non-judicial stamp paper of requisite value. Tender Offer forwarding letter prescribed in Annexure – A should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. Bank, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of Bank in this regard shall be final, conclusive and binding upon the Bidder. The Technical bid should have documentary proof in support of Eligibility Criteria and Annexures.

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating Bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid. The envelopes separately should contain the documents in the order mentioned in the following diagram.

The Commercial Offer (Soft copies) should contain all relevant price information as per **Annexure E**

All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. and Bank 's Name.

Note:

- 32.1 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- 32.2 Hard copy of Tender Fee, Earnest Money Deposit, Integrity Pact and documents executed on non-judicial stamp paper should be sent on the address given in the control sheet on or before bid submission date.
- 32.3 Bidders to submit a **masked commercial Bid** i.e., by hiding price commercial bid as per Annexure D with technical bid envelope to be submitted.
- 32.4 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 32.5 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 32.6 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 32.7 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- 32.8 Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- 32.9 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- 32.10 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product

proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.

32.11 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

32.12 Bids once submitted shall not be returned to the Bidder in future. The selected bidder must adhere to the terms of this RFP document.

33. Preference to Make in India

The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India, "Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEI) dated 04.06.2020 will be applicable for this tender.

Purchase Preference: In procurement of all goods, services or works in respect of which Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only "Class-I Local Supplier", as defined under the order, shall be eligible to bid irrespective of purchase value.

In procurements of goods or works which are divisible in nature, the "Class-I Local Supplier" shall get purchase preference over "Class-II Local Supplier" as well as "Non-Local Supplier", as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 bid is not a 'Class-I local supplier', 50% of the order quantity in total shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price for remaining quantity and so on , and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.

In procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get Purchase Preference over 'Class-II Local Supplier' as well as 'Non Local Supplier' as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class – I Local Supplier ', the contract will be awarded to L1.
- If L1 is not 'Class –I Local Supplier, the lowest bidder among the 'Class-I Local Supplier ', will be invited to match the L1 price subject to Class –I local suppliers quoted price falling with in the margin of purchase preference and the contract shall be awarded to such 'Class -I Local Supplier' subject to matching the L1 price.

- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of Purchase Preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case of none of the 'Class-I Local Supplier' within the margin of Purchase Preference matches the L1 price, the contract may be awarded to the L1 bidder.
- "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

33.1 For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):

- "Local content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- "**Class-I Local supplier**" means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.
- "**Class-II local supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- "**Non-Local Supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- "**Margin of purchase preference**" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

33.2 VERIFICATION OF LOCAL CONTENT:

- a. The 'Class-I local supplier'/'Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self – certification that the item offered meets the local content requirement for 'Class –I Local Supplier'/'Class –II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs 10 Crores, the 'Class-I Local Supplier/'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-V** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content

The Bank shall follow all the guidelines/notifications for public procurement.

34. Restriction On Procurement Due to National Security

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the Bid. Certificate as per the Annexure T to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:

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

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

35. Purchase preference to Micro and Small Enterprises (MSEs)

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price

band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity.

36. Adoption of Integrity Pact

Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- viii. For Joint Ventures (JV) entities, Integrity Pact should be signed by all partners.
- ix. In case of foreign contractor, details of their Indian counterpart should be submitted to Bank by the vendor.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of IP is attached as **Annexure G** for strict compliance.

37. Other Terms and Conditions

- a. **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- b. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to

such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.

c. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.

d. **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.

e. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.

f. Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue tender/bid. Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder.

37.1 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

37.2 Canvassing of any kind or Bid submitted with false information will be a disqualification.

37.3 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.

37.4 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.

37.5 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies /taxes.

37.6 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.

37.7 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.

37.8 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection

37.9 Bids once submitted shall not be returned to the Bidder in future.

Part –III: BID OPENING AND EVALUATION CRITERIA

1. Stages of Evaluation

There would be Three (3) stages for evaluation process.
The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

2. Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank.

2.1 Eligibility Evaluation:

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-1, Clause 2**, will be shortlisted for the Technical bid evaluation.

2.2 Technical Evaluation:

In Technical evaluation process, the technical bid of only eligible bidders would be evaluated. The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part IV and Technical requirements as per Annexure – C. The Bidder should comply all points in scope of work in Part IV and all technical requirements in Annexure – C.

Non-compliance of any point either in scope of work or any technical requirements in Annexure-C may lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened.

Bidder has to provide link feasibility report for each & every branches as mentioned in **Annexure – AB** for MPLS link on wire media or MPLS link on 4G/5G (single SIM based) media or MPLS link on RF media separately. Along with the feasibility report bidder need to mention the status of landlord permission obtained from Branch during this activity.

The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part IV and Technical requirements as per **Annexure – C**.

2.3 Commercial Evaluation

The format for quoting Indicative commercial bid set out in **Annexure – E**. The indicative commercial bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

- a. The Bill of Material must be attached in Technical Proposal as well as Indicative Commercial Bid. The format will be identical for both Technical Proposal (masked Commercial Bid) and Indicative Commercial Proposal, except that the (masked Commercial Bid) should not contain any price information (with Prices masked). Technical Proposal without masked Bill of Materials may be liable for rejection. Any deviations from the Bill of material/ non submission of prices as per the format shall make the bid liable for rejection.
- b. The L1 bidder will be selected on the basis of the amount quoted in the commercial bid for the proposed solution. Lowest quote based on Total Cost of Ownership (TCO) in the commercial bid will be considered as the L1 bidder. However, in case of any discrepancy in calculation, unit cost for components & services shall prevail and TCO will be calculated accordingly.
- c. The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- d. The quoted TCO (Total Cost of Ownership) identified in the Commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.
- e. In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- f. In the event the vendor has **not quoted / not mentioned / left blank** item(s) in the commercial bid or **quoted less nos. of links**, for evaluation purposes the highest value for that item(s) / remaining links among other submitted bids would be used to calculate the TCO, based on which the L1 bidder will be selected. However, for the purposes of payment and finalization of the contract, **the value of zero cost** in the unfilled item(s) would be used.
- g. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. Any further hardware, software, licenses required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- h. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.

3 Normalization of bids:

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.

4 Award of Contract

The contract shall be awarded to and the order shall be placed with selected L1 bidder based on the price quoted by the bidder in Commercial evaluation process. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected. The effective date for start of provisional contract with the selected bidder shall be the date of acceptance of the order by the bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

PART -IV
SCOPE OF THE WORK

- 1 Bidder should provide feasibility report last mile on Wire or 4G/5G or RF link separately for all branches as per list mentioned in Annexure – AB. The wired Link is most preferred and bidder shall provide MPLS link on wired media, wherever feasible. Desktop feasibility will not be accepted. The links will be used either as primary or as back up of existing MPLS links from BSNL link with load sharing and Auto-failover option.
- 2 The bidders are expected to do a site survey for feasibility and for installation of the required equipment. They should clearly mention the required equipment/s that will be deployed during commissioning. The charges towards cabling & other activities should be included in the cost of link.
- 3 Any deviation with respect to feasibility report submitted such as wired to 4G/5G on wireless, increase in pole height for wireless, declared as feasible, etc. but later during the implementation of the project found to be non-feasible, will not be accepted. The selected bidder shall be penalized for the deviation.
- 4 Bidder should provide connectivity through wire line media meeting the bandwidth, latency, uptime, secured connectivity aspects etc. and other requirement mentioned in this RFP. For the branches where MPLS on Wired is not feasible at all, 4G/5G as last mile will be 2nd option and wireless would be the 3rd option.
- 5 The prospective bidder shall establish the VPN Network and should be capable of maintaining it for a **period of at least 5 years**, based upon performance, Bank may extend the contract for further period on same terms and conditions on mutually agreed prices.
- 6 The MPLS link should be fully isolated from Internet traffic even if running on the same core/backbone. It is desired that same PE Router does not run both customer VPN traffic and Internet traffic. The VPN network offered to the Bank should not carry any internet routes. The bidder has to provide network topology showing how internet traffic is segregated from proposed MPLS cloud.
- 7 Branches connected through offered MPLS link should communicate each other directly without coming to Data Centre i.e. any to any communication.
- 8 Selected bidder should provide connectivity with minimum number of “hop” for all links.
- 9 Bank expects minimum number of hop count while routing packets through network.
- 10 All the POPs from where the bandwidth is provided to Bank should have redundancy of equipment's, links, power, backhaul connectivity etc. Bidder should submit an undertaking for the same.

- 11 The network of bidder should not be linked with any type of network from BSNL at core / distribution / access / last mile level at any location.
- 12 The backhaul link to be terminated at UCO Bank's data center at Bangalore & Disaster Recovery Center at Kolkata should be of Optical Fiber media only with self-healing ring based architecture.
- 13 The bandwidth of backhaul link is factored as 50 Mbps and bidder to quote the cost of the same in commercial bid. Bank shall place order for backhaul in tranche of 10 Mbps as per the requirement. Necessary network devices such as Router/Mux/Rack along with necessary cabling and Battery Backup as per Industry Standard to be provided by Bidder without any additional cost.
- 14 The connectivity provided by the bidder has to be Layer 3 MPLS solution on dedicated ports with **1:1** full duplex committed information rate with end point as Ethernet. The circuit should be available in full duplex mode with sending and receiving available on the same circuit. (For e.g. - On a 2 Mbps circuit, 2 Mbps sending and 2 Mbps receiving should be possible simultaneously).
- 15 The selected bidder shall provide committed bandwidth at each location and make it available continuously. Bidder should ensure that committed bandwidth subscribed by Bank is always available for use. Bank may test the load on the links from time to time. In case of bandwidth subscribed by the branch is not available at any time, the duration of non-availability of committed bandwidth will be treated as downtime of the link. Penalty on downtime will be enforced accordingly.
- 16 The bidder is required to specify if bursting is available as a supported service. If so, bidder may define the process and specify the lead- times for requesting bursts. The bidder may also confirm the flexibility to dynamically allocate bandwidth to the Bank on demand either on a permanent or temporary basis.
- 17 A separate VPN is to be created only for Bank network and in no way the VPN should be shared with other customers sharing the MPLS backbone. Bank MPLS Network must be accessible to Bank nodes only. Bank has implemented IPSEC VPN in its existing network. Bank will also run IPSEC VPN on this MPLS link and there should not be any dependency from bidder/ bidder on this implementation while integrating their MPLS network. Further, there should not be any dependency on the bidder if Bank decides to implement other VPN variants like GETVPN, DMVPN or any other such technology.
- 18 The initial bandwidth of each link at branch end should be minimum 2 Mbps. The bandwidth must be capable of upgrading at a later stage as and when required by the Bank.

Bidder needs to have a co-ordination with Bank's existing system integrator for integrating proposed links with present infrastructure in order to run the branches/offices smoothly.

- 19 Any extra material required for the project execution not mentioned in the commercial bid, shall be supplied and deployed by the bidder at no extra cost to Bank.
- 20 Bidder must ensure that it will use products that are intrinsically safe and are approved for use in these locations. It must adhere to Government of India safety regulation and should use earthing for all its masts.
- 21 If the last mile is on wireless, bidder has to ensure that no other Radio equipment causes interference and should not be able to trap the wireless signals used for Bank's network. Bidder has to ensure the secure end to end encryption for wireless network.
- 22 When the location which is connected using Wireless last mile and if subsequently wired connectivity become feasible the vendor has to convert the last mile to wired link at no additional cost to the bank.
- 23 Bidder should provision all equipment required to provide the wireless connectivity at branch/office for getting usable wireless signal strength i.e. internal/external cabling and antenna etc.
- 24 Bidder will monitor the links on a near real-time basis (Proactive Monitoring) and Bidder must have their own Network Operation Centre for monitoring of the Network. Bidder will monitor all the links from their NOC through NMS and submit the reports like Uptime, Bandwidth utilization, Link error, latency, etc. on monthly basis and as per the Bank's requirement. Bank will provide the SNMP access (read only) of the router for monitoring of the link. All the locations are to be monitored on **24x7x365**. Bidder should provide site-wise network link usage and uptime.
- 25 The bidder shall build and provide to the Bank and Bank's System Integrator access to an online monitoring portal where link status such as link up or down, down since, reason for down, expected time for resolution (ETR), last mile bidder, circuit ID, incident number etc. shall be available in a graphical format. The portal should also provide downloadable SLA reports for each month for the entire duration of the contract. It should also have the capability of generating reports in different formats (including PDF) as required by the Bank. The portal shall also display up-to-date contact details of the helpdesk and single point of contact (name, designation, telephone numbers, Email ID) as well as the escalation matrix. This information shall be used by the Bank/NI to seek support, log complaints etc. This portal should be made available within 30 days from the date of issuance of PO/Lol.
- 26 The bidder shall respond on the issues/complaints lodged by the Bank as per the following severity matrix:

Technical Severity Level	Time to Respond
Level 1 (High)	30 minutes
Level 2 (Moderate)	60 minutes
Level 3 (Low)	90 minutes

TECHNICAL SEVERITY LEVEL	DESCRIPTION	EXAMPLES
Level 1	Non-availability of network connectivity to one or more locations as specified in Section of Scope of Work of this RFP and all network issues pertaining to the Bank's DC.	Isolation of a location on account of link failure.
Level 2	Major performance degradation in the services	Breach in performance parameters (e.g. high latency, flapping of links, etc.) with significant impact on the functioning of one or more locations as specified in Section of Scope of Work of this RFP.
Level 3	Minor performance degradation in the services	Breach in performance parameters with no or minimal impact on the functioning of one or more locations as specified in Scope of Work of this RFP.

27 The bidder has to ensure the availability of adequate number of resources (at NOC & Sites) till the link is commissioned and stabilized. However, bidder is required to make available the engineers/resources at the site during the installation, commissioning of the links and whenever there is a requirement for in person presence for either troubleshooting or any other reason. Engineer should have adequate knowledge for configuration of devices at Branch side.

28 Besides monitoring from NOC, bidder should provide one Manpower for monitoring links on daily basis during Monday to Saturday general shift at Bank Head Office.

Bidder's resource is required to co-ordinate with Bank's Network System Integrator for link related efforts and issues.

The selected bidder has to adhere to the Law of the Land and Labor Law of the Government as applicable for the project. **Services may be required on Sundays/holidays also for the Branches/offices, whenever required and Support to be provided for 24X7X365.**

29 Brief roles and responsibilities of resources are as given:

- Monitor all allotted branches links with due diligence and take follow-up with their backend team for immediate restoration of all such down links as per the SLA uptime.

- Contact branches/offices/end users to understand the problem while identifying fault.
 - Allocate the down-call to all concerned regional engineers for immediate action.
 - Responsible for all technical issues concerning the network.
 - Point of contact for all technical queries and fault resolution.
 - Shall have the primary responsibility for ensuring a smooth network functioning without congestion and downtime.
 - To provide all kind of SLA reports to the designated Bank team as per the schedule and as and when required by the Bank.
- 30 Selected Bidder should log a call automatically in case of any issue without waiting for customer complaint and should ensure the necessary action for restoration of the same. Selected Bidder should also inform to the Bank through mail, SMS, etc.
- 31 Bidder's network should support Incident management: Prevention mechanism for mis-configuration, Alert mechanism should be in place for any incident occurred etc., every incident reported should be notified to Bank and documented, System should have capability to send alerts through email and SMS to respective authorities/stakeholders.
- 32 Bidder should have adequate field engineer for restoration of links with skilled knowledge and prior experience. Bank Branch or offices, link should not remain isolated due to the requirement of Field engineer at any point of time. There will be no engineer visit charges in any case.
- 33 Followings to be furnished by the successful bidder:
- Daily downtime of links Frequent problem analysis report- Monthly
 - Links for which BW utilizations is reaching threshold limit- Daily
- 34 Supply, installation and configuration of WAN end point equipments such as modems, routers, last mile equipment etc. would be done by the selected bidder and co-ordination with Bank's Network SI, wherever required. IP address used on branch/office end shall remain same as per the existing schema implemented in Bank at all the branches/offices. The same shall be shared to the successful bidder during implementation.
- 35 The Routers will be provided by the Bank in Bank's Premises. Bidder should terminate link in Bank existing router Ethernet interface.
- 36 The proposed network by the bidder should support:
- a) All web and client-server based application
 - b) Video Conferencing
 - c) Voice over IP (VOIP)
 - d) End to end QOS
 - e) IPsec

- 37 The VPN should support any to any connectivity and should be a closed user group for Bank and should not have any physical and logical interference with other customers of the Internet route/traffic.
- 38 The architecture used for the complete solution should be end to end enabled with layer-3 routing domain (end to end transparent layer-3 routing using static and dynamic routing). Additionally, the bidder shall ensure that there shall not be any restriction on the number of routes that needs to be maintained on devices under the control of the bidder for all practical purposes.
- 39 The solution should provide end to end transparent data reachability, voice, video etc. (no filter of traffic from SP).
- 40 The bidder should provide Ethernet connectivity over RJ45 interface to connect Bank's branch router to the network as well as at data centers also. Cables with required interfaces have to be arranged by the selected bidder.
- 41 Bidder has to replace/repair faulty/damaged equipment at the bidder's own cost, irrespective of the reason of fault/damage within the SLA time limit, during the contract period. However, the "force majeure" clauses will apply. In any case, the bidder will have to arrange for replacement of the faulty/defective equipment at the earliest. External antennas should have proper lightning conductors, wherever necessary.
- 42 During the contract period, the Bank reserves the right to add/upgrade/replace/move any or all hardware components installed at the specified locations. In such eventuality, the bidder shall be obliged to carryout necessary activities for facilitating such operations (if required) as advised by the Bank from time to time, at no extra cost to the Bank.
- 43 Audit: Bank and/or third party consultants hired by Bank/RBI/NABARD should have rights to audit/review the whole setup of the bidder catering to Bank's application. The Bidder should provide proper access to the documents required by the auditors. The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to inspecting auditors of the Bank and extend full cooperation in carrying out of such inspection. The bank has reserves the right to call for any material information/report etc.
- 44 Bidder shall meet all the Govt. or other Regulatory directions/ requirements and ensure its compliance.
- 45 The bidder shall ensure multicast support in their MPLS network (regardless of the multicast types such as dense mode, sparse mode etc.) at no additional cost to the Bank.
- 46 The connectivity should be capable of provide end to end Quality of Service (QoS) for critical applications.
- 47 The connectivity should be capable of providing End to end differentiated services code point (DSCP) and class of service (CoS) continuation.

- 48 Bidder should use Simple Network Management Protocol version 1 & 2 (SNMP v1, v2 & v3) managed devices for end to end communication from the branch to data centre of Bank for the proposed wireless solution
- 49 Bidder's network should support dynamic routing protocols like Open Shortest Path First (OSPF), Border Gateway Protocol (BGP) etc.
- 50 The bidder should be able to change the routing protocol in their MPLS network cloud without any hiccups i.e. branch to DC or DR site and vice versa.
- 51 Bidder's network should support access control list (ACL) Support, SNMP v1 & v2 support Network Time Protocol Version 4 (NTPv4), Syslog, Ping, Trivial File Transfer Protocol (TFTP), Secure Shell version 2 (SSHv2) and Internet Protocol version 6 (IPv6) support etc.
- 52 Bidders shall setup weekly meeting with bank officials till Project rollout or implementation. After implementation of complete solution, bidder has to ensure monthly review meeting with bank officials. Bidder has to ensure the monthly meeting should be attended by National level officials from bidders end.
- 53 The proposed solution should be IPv4 and IPv6 compliant. Based on the requirements of the bank the Bidder(s) should migrate the network to IPV6 without any additional charges.
- 54 Network devices should be updated with latest firmware and security patches. Bidders network equipment used in Bank's network are to be upgraded time to time to avoid any potential threats in the network without no additional cost to the bank, Process for performing update should be maintained and approved by Bank.
- 55 In case of radio frequency (RF) connectivity, bidder may provide point to point or point to multi point connectivity provided it adheres to the terms and conditions mentioned in the RFP, like committed bandwidth, security parameters etc.
- 56 Security being prime concern, Solution should not breach the security of any installations of Bank in any way.
- 57 The bidder should provide all security measures for bank's MPLS VPN network which should prevent against all kind of attacks like malware attacks, DDOS, IP spoofing etc.
- 58 In future, bank may carry out design modification and/or application addition to the bank network, including modification for the security policy implementation. Accordingly vendor should carry out necessary configuration changes in the MPLS network, as advised by the bank time to time and no additional cost will be borne by the bank in this regard.
- 59 During the contract period, the vendor may offer Bank to upgrade the system, if better technology available at mutually agreed terms and conditions.

- 60 During the contract, if bidder upgrades its own system then connectivity should be available at DC/DR/Branches/offices without any changes at DC/DR/Branches/offices level, however, if any upgradation/changes has to be done it should be without any additional cost and with prior approval from Bank.
- 61 The bidder shall commission the link using proper tagging and labelling . The bidder shall provide necessary equipment (excluding routers and switches) required for commissioning of the links at specified locations without any additional cost to the Bank.
- 62 Bank will only provide Rack space, required earthing voltage and UPS Power supply for installation or commissioning of required links in branches/offices. All other required infra should be arranged by bidder at no extra cost to Bank. Bank will not take any responsibility for installation of MUX/MAST/RF antenna/ Modems etc. Bidder should take adequate insurance for deploying hardware at no cost to Bank for preventing the equipment from any kind of damages.
- 63 Any damage to the network devices/spares involved in establishing the link, arising out of electrical/lighting/voltage/Earthing issues needs to be replaced by the bidder free of cost.
- 64 "Site Survey, "Installation Certificate" and "Acceptance report for successful commissioning" must be maintained by the selected bidder for future references. The formats would be finalized in consultation with the Bank. This shall be one time activity and the date of successful commissioning of link as these documents shall be considered as the billing's start date.
- 65 The successful bidder shall provide all the necessary support for facilitating in carrying out fail-over testing of the links by the Bank's network SI.
- 66 The successful bidder shall provide update on the work-in-progress with regard to the commissioning of each and every link post the issuance of PO/LOI on a weekly basis so that the Bank has clear visibility of the work being carried out. It should, inter-alia, contain at least the following details:
Link address, proposed date of completion of commissioning, activities completed, dependency (if any), current status, reason of delay (if any).
- 67 The bidders are expected to do a site survey for feasibility and for positioning of the terminating equipment. They should clearly inform about the equipment that will be deployed with its physical, electrical and any other related information.
- 68 Bidder has to deliver the link up to the router and terminate on the required interface of branch router with prior approval from Bank and ensure connectivity as per the specifications of this RFP in co-ordination with Bank's network team and network SI.

- 69 Bidder must ensure that it will use products that are intrinsically safe and are approved for use in these locations. It must adhere to Government of India safety regulation and should use earthing for all its masts.
- 70 Bidder should do all internal cabling till branch router for successful commissioning of the required MPLS link without any additional cost to the Bank. Bidder should provide all required cables for connecting the modem or any external device to Branch router for termination of link at no extra cost to the Bank. Cabling should be done properly with dressing, any wire coming inside the premises from Antenna or any other devices should come through conduit which has to be provided by the selected bidder.
- 71 During the tenure of the contract or till the link(s) is/are being used at the site(s), the bidder shall bear all the operational costs associated with commissioned link(s). The Bank shall pay only the fixed recurring cost and one-time shifting charges (wherever applicable) for the commissioned links.
- 72 The network equipment shall support Packet Filtering, TCP spoofing, IPv4 & IPv6 both, QoS on both inbound and outbound traffic and other industry standard protocol.
- 73 Dedicated IP addressing scheme for WAN link will be provided by the Bank. Required connections to terminating the link on Router/Switch (provided by the Bank) should be done by bidder. After installation of network equipment at branches bidder has to ensure that banks application are working properly.
- 74 In future, if the bidder gets involved in Regulatory issues / Licensing issue with any Govt/Law enforcing agency/ Regulatory authorities, it is the responsibility of Bidder to replace / substitute the wire/wireless Technology at no additional cost to the Bank without compromising SLA and security.
- 75 The bidder shall provide a high level network design document capturing CPE details, PoP details including interface/port (on which the link shall be terminated), CoS/QoS details etc. for providing connectivity between each of the office/branch. This document needs to be submitted by the bidder within 1 month of issuance of the Lol/PO and should be updated from time to time as and when there is any change in the network/details captured in the document.
- 76 The bidder has to maintain proper documentation having correct and latest information on network architecture such as logical & physical setup for each location, master database of all the sites along with inventory of links (from/to location details), bandwidth details, physical ports on which the link has been terminated, circuit ID, IP addresses, register containing incident and their resolution details etc. at a central location throughout the currency of the contract. Additionally, bidder shall maintain duly signed copies of certificates/reports such as "Site Survey", "Installation Certificate", "In Operations Certificate", "Acceptance report for successful commissioning" etc. with themselves for future references. Such documentation in the format prescribed by the Bank shall be provided to the Bank/SI on regular basis and/or on demand.

- 77 The bidder shall have robust, resilient and redundant network architecture with built-in redundancy at various levels including at network component level, site level etc. The bidder shall provide their Disaster Recovery (DR) and Business Continuity Plan (BCP) specific to the Bank detailing as to how the connectivity and other allied services as specified in this document shall be provided to the Bank seamlessly even in event of a disaster in their network and/or their NOC. Additionally, the bidder shall provide extra support and cooperation during the Bank's DR drills/exercises (if required).
- 78 The bidder shall be equipped with the followings to deal with exigencies :
- Proactive Disaster Risk reduction measures.
 - Meticulous preparedness: Availability of spares & Manpower deployment.
 - Disaster resilient sound framework with effective response.
 - SOP (Standard Operating Procedure) for such situations.
- 79 The bidder shall confirm in writing that all the MPLS PoPs, on which the MPLS links have been terminated, have redundancy at various levels including equipment-level, link-level, power-level, and path-level.
- 80 The bidder shall ensure network performance optimization (in terms of network latency, packet loss, jitters, bandwidth etc.) including enhancements in CoS/QoS as per the requirements of the Bank. By Optimization the Bank intends that the Bidder should perform network optimization to boost network efficiency without acquiring additional or expensive hardware or software at the customer premises (i.e. optimization to be achieved through configurational changes to the extent possible or as a part of successful bidder's infrastructure upgrade).
- 81 Bank, at its discretion, may surrender any link at any location at any time by giving the bidder a notice period of 30 days.
- 82 The Bank reserves the right to place Purchase Order (PO) for lesser number of links than the number of links/locations specified in this of RFP document. Also, the Bank may issue multiple POs during the contract period.
- 83 Bidder should provide one week minimum advance intimation to bank designated team for carrying out any maintenance activity in bidder's network. Such activity should not be more than 3 hours on single occasion and bidder should ensure such activity should be carried out during lean business hours preferably between 01.00 AM to 04.00AM without impacting bank's business. Two activities in a year would be permitted by bank with a duration of one hour. Bidder should ensure availability of network after the completion of maintenance activity for all branches and offices. After completion of the activity bidder has to submit the activity report to bank designated team, such reports should state the availability of network for bank branches and offices.
- 84 Latency should not be more than 75 ms (End to End i.e. Branch router to DC & DR router) for a 1500 byte packet size measured for a minimum of 1000 packets. Tool

should be provided to bank for monitoring the same on real-time basis at no additional cost to the bank.

- 85 The bidders should have their own nation-wide high availability MPLS network backbone. The bidder's core MPLS backbone should be fully meshed. Bidder has to submit the declaration for this clause during bid submission.
- 86 For the pole to be installed in the branch roof top for Wireless link (RF), the height of pole should not be more than 06 meters.
- 87 The bidder will ensure that each location is within a radius of 5 kilometers from any of their BTS/Repeater Towers. However, for flatland rural areas, the radius may be extended up to 10 kilometers. Such BTS/Repeater should be in line of sight of Bank's location.
- 88 Pole/Tower removal, in case of shifting of branch or termination of link has to be done by Bidder without any additional cost to the Bank.
- 89 In case of Pole/Tower fell down due to natural calamity, removal and reinstallation of Pole/Tower has to be done by Bidder without any additional cost to the Bank.
- 90 Average end to end packet loss should not be more than 1 in 1,000 for wireless connectivity with IMIX packets measured for a minimum of 1000 packets.
- 91 Average Jitter of the connectivity should be less than 45ms measured for a minimum 1000 packets.
- 92 The MTU (maximum transmission unit) size should be 1500 bytes.
- 93 In case of shifting of a branch to new location where feasibility on wired is not available then some alternate arrangement like 4G/5G or any other connectivity should be made available to that branch by the bidder itself. The rates of alternate connectivity shall be applicable as per RFP norms. However, before providing connectivity over other technologies (i.e. apart from wired/RF) bidder need to take prior approval from Bank.
- 94 Bidder shall provide, without any additional cost to the Bank, adequate protection for the masts/pole/antenna like Platform Snow Shield/ other obstructions wherever necessary, to prevent disturbances to the alignment causing communications failure. Any other equipment which are not mentioned in this RFP but are required for making the branch/ office live on the network via wired/wireless link shall be provided by the selected bidder at no extra cost to the Bank.
- 95 The proposed solution must be capable to eliminate the building penetration losses and indoor propagation losses resulting in significantly higher signal strength and high throughputs for the users.
- 96 For the connectivity of Branches to Bank's network where wired media is not available for secondary link, SIM(GSM) based option.

- 97 Static Private IP: The Mobile Network based Wireless 4G/5G MPLS VPN connection / solution should have static Private IP. Bidder shall also ensure that the IP addresses used shall not clash with Bank's IP addresses that are already in use. The successful bidder shall ensure that the address space between two nonintersecting VPNs of an MPLS VPN service is entirely independent of each other. For instance:
- Any VPN must be able to use the same address space as any other VPN.
 - Any VPN must be able to use the same address space as the MPLS core.
 - Routing between any two VPNs must be independent.
 - Routing between any VPN and the core must be independent.
- 98 The Mobile Network based Wireless (GSM) MPLS VPN connection / solution should not be accessible/open to Internet at any point. The network should not be voice or SMS enabled. Value Added Services features should be barred in this solution. Only Bank's authorized and approved APN should be configured. The device should not be able to connect any other network or service (including WIFI or WIFI hotspot) except Bank's permitted network / system.
- 99 The Selected bidder shall address basic security concerns and incorporate security processes such as securing network against unauthorized access, misconfigurations of the core and internal attacks. The protection against "Man -in-the Middle " compromise (between the Bank's Network/system and operators' network) should be available
- 100 Selected Bidder shall ensure that at no stage during the contract period none of the network security principles i.e. confidentiality integrity availability of the Bank's traffic get compromised.
- 101 The Selected Bidder shall ensure logical separation/insulation between multiple customers meeting at the Provider Edge (PE) network element. The Selected Bidder shall ensure that every PE router maintains a separate Virtual Routing and Forwarding instance (VRF) for each connected VPN i.e. each VRF on the PE router is populated with routes from one VPN.
- 102 The Selected Bidder shall comply with Bank's IS Security policy relevant to the scope of services (work) provided to the Bank. The bank reserves the right to expand the scope of compliance by successful bidder at any point of time during the contract.
- 103 Bidder should take necessary landlord permission (if required) for installation of outdoor unit, in case of wireless link.
- 104 Apart from MPLS link in 236 branches & Offices Bidder to provide 240 numbers 5G corporate SIM cards with calling, SMS & data facility for the branches and offices in the same scope of the RFP. The SIM is additional from MPLS link SIM (if feasible on 4g/5G) connectivity.
- Voice Call Should be unlimited.
 - Minimum 100 SMS per month.
 - Minimum Data 30 GB per month.

Part-V

1. Order Details

The purchase order will be placed by the Bank from its Head Office, DIT in the name of selected bidder(s) as per requirement. The payment will be made by Head Office, DIT and the Performance Bank Guarantee for the order will be required to be submitted in the same office.

2. Installation and Commissioning

Bidder has to commission the Backhaul links at DC and DR within 2 weeks and all other links within 4 weeks from the date of work order .If the site is not ready due to reasons attributed to the Bank, no penalty will be levied by the Bank.

3. Shifting of Link

Bank may place order with the bidder for shifting of link at anywhere in India during the contract period. Shifting activity of link will include dismantling & shifting of network equipment related for the link and re-commissioning of network link at new location. Shifting of link to be completed within 2 weeks from date of PO for shifting the link. However, no payment will be given for the shifting of network devices in the same premises.

4. Schedule of Delivery

The selected bidder to ensure to deliver the required links to the no of branches as per the 'Scope of Work' mentioned herein above. If bidder fails to deliver the site within the stipulated time frame, Bank reserves the right to cancel the order and get it executed by other selected bidder.

5. Network Uptime

The table below specifies the end-to-end link uptime matrix.

Sl. No.	Link category	Monthly Uptime (24X7 basis)
1	DC DR Link	99.5%
3	Branch Link	98.0%

The round trip delay of the network at any time should not be more than 100 msec (average) for all the links with 50% link utilization and packet drop should be less than 0.1%. In case of high latency, it will be responsibility of the Bidder to rectify the latency either by replacing the devices/accessories or by other similar measures to contain latency within the stipulated limits.

As business critical applications will be running on the Bank's Network, any extended downtime will severely affect Bank's business causing substantial financial and reputation

loss. Therefore, to avoid such losses, the successful bidder should take adequate steps to deliver the desired uptime.

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

6. Acceptance Testing

The Bank will carry out the acceptance tests within 15 days of link handover for testing of successfully integration of MPLS on Wired/RF & 4G/5G with Bank's network as per scope of work in Part IV. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

In case of any discrepancy, the Bank reserve the right to terminate the entire agreement in case the bidder does not rectify the issue and the bidder shall take back bidder equipment (if any) at bidder's costs and risks. The Bank has the right to reject the 'Vendor Supplied Link' and to seek free replacement of the link till the completion of acceptance test and obtaining final acceptance certificate from the Bank.

7. Penalty

Bank will pay charges on per site basis depending upon the achievement of uptime for any type of link. However, Bank issues will be exempted from calculating the uptime.

Uptime	% payment of link	Uptime	% of payment of link
Backhaul link		Branch Link	
99.50% or more	100%	98.00% or more	100%
99.00% to 99.49%	90%	97.00% to 97.99%	90%
98.00% to 98.99%	80%	95.00% to 96.99%	80%
97.00% to 97.99%	70%	93.00% to 94.99%	70%
95.00% to 96.99%	60%	90.00% to 92.99%	60%
Less than 95.00%	Nil	Less than 90%	Nil

There should have no unplanned downtime of more than 30 minutes during the peak business period (9 AM to 9 PM) and more than one hour during non-business hours. Calculation of uptime will be monthly basis as per following criteria.

$$\% \text{ of uptime} = \frac{[\text{Total Business hours (24X7 basis) in month} - \text{Total downtime during business hours (24X7 basis) in month}] \times 100}{[\text{Total Business hours (24X7 basis) in month}]}$$

Bank may monitor the links by its own tool for uptime along with bidder. In case of difference in uptime, Bank may consider the payment based on report generated by Bank's tool, if bidder is unable to justify the difference. Penalty for downtime, if any, will be calculated on monthly basis and will be deducted in the quarterly payment.

Following will be excluded while calculating the down time:

- i. Down time due to Bank issues.
 - ii. Schedule down time for maintenance activity.
(Bidder need to inform to the Bank at least a week before for the schedule down time and for urgent situation at least 24 hours before,)
 - iii. Down time due to force measure like Earth quake, Natural calamities, Riots and major power outage.
- If the network response is not as per SLA, the same will be treated as link down and penalty will be applied as mentioned above.
 - Failure to provide onsite support: In the event that the onsite engineer is absent/on leave on any bank working days, it's the bidder's duty to arrange for an alternate engineer to report for duty until the engineer returns back, else penalty of Rs.1000/ - per day shall be levied for the period of absence and will be deducted from the quarterly charge payable to the bidder. Wherever such absence extends beyond 10 consecutive working days the same will get treated as a material breach of contract.

8. Sub-Contracting

As per scope of this RFP, sub-contracting is not permitted.

9. Paying Authority

The payments as per the Payment Schedule covered hereinabove shall be paid by DIT, Head Office. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. Also the System Integrator has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities. Following Documents are to be submitted for Payment:

- Invoice in Triplicate
- Duly receipted Delivery Challans
- Original Octroi Receipts, if any
- Installation Report, counter signed by an authorized official from the delivery site.

10. Performance Bank Guarantee

The System Integrator, within 15 days from the date of letter of intent (LOI) will have to furnish a Performance Bank Guarantee, format as per Annexure – F, issued by any scheduled commercial bank (other than Bank) equivalent to 10% of the total project cost valid for 63 months (60 months + a claim period of 3 months) from the date of Letter Of Intent (LOI). Upon furnishing the Performance Bank Guarantee, the EMD of the System Integrator shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the System Integrator is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the System Integrator is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time and such breach remains uncured within such period as mentioned in the termination clauses. This is independent of the LD (Liquidity Damage) on Delivery and installation.

In case the contract is getting extended, the System Integrator shall submit the Bank Guarantee of 10% of the project cost of that period of time with a validity of the extension period with 3 months claim period.

The System Integrator shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.

11. Liquidated Damage

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (one percent) of the one year recurring cost of uninstalled link will be charged for every week's delay in installation beyond stipulated timeline subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the System Integrator or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the System Integrator regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the System Integrator. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.

12. Price Validity

The System Integrator will be required to keep the price valid for a period of 01 year (12 months) from the date of submission of commercial bid. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the System Integrator for any or all of the services at the

agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – E during the price validity period of 12 months.

13. Single Point of Contact

The System Integrator shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

14. Taxes

- a. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to System Integrator in respect of Bills.
- b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by System Integrator, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. System Integrator shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to System Integrator. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d. Bidder shall co-operate fully in the defense of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by System Integrator and /or individuals assigned by System Integrator under this agreement. Without limiting the generality of the foregoing System Integrator shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the System Integrator.
- e. The payments which is/are inclusive of GST and other taxes, fees etc. as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

15. Confidentiality and Secrecy

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient

acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

The System Integrator must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The System Integrator has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The System Integrator acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the System Integrator's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- The System Integrator is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Service Level Agreement.

16. Right to Alter Quantities

The Bank reserves the right to alter the number of hardware hardware/software/licenses specified in the tender in the event of changes in plans of the Bank. Any decision of Bank in this regard shall be final, conclusive and binding on the System Integrator. The bank

reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/software/licenses as mentioned above. Bank reserves the right to alter the quantities at any time **not exceeding 25% of the total contract value** without prior notice to the System Integrator(s).

17. Compliance With Laws

- a. The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- b. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.
- c. If at any time during the term of this Agreement, if Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the Bank and the service provider, which proves to be unsatisfactory to the Bank, then the Bank shall be entitled to terminate this
- d. Agreement by giving not less than one month notice in writing.
- e. The System Integrator shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- f. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).
- g. This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.
- h. The System Integrator confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and

shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The System Integrator shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/

- i. representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the System Integrator.

18. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the System Integrator or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics, pandemics
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.
- Terrorist attacks, public unrest in work area.

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The System Integrator or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

19. Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

20. Acceptance Testing

The Bank will carry out the acceptance tests as per Scope of work Part – IV supplied & implemented by the System Integrator as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve

trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

21. Order Cancellation

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- i. The System Integrator commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- iii. The System Integrator/Vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.;
- iv. The System Integrator goes into liquidation voluntarily or otherwise.
- v. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- vi. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- vii. Non-compliance of the scope of the job.
- viii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- ix. The System Integrator/Vendor fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.
- x. On the events of data piracy / privacy / system failures / security failures.
- xi. If deductions on account of liquidated damages exceed more than 10% of the total order price.

In case of cancellation of order

- i. In case the System Integrator fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the System Integrator with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.
- ii. If the System Integrator does not perform satisfactorily or delays execution of order, Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the System Integrator is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
- iii. Bank reserves the right to recover any dues payable by the System Integrator under the contract from any amount outstanding to the credit of the System Integrator, including the bills and /or invoking the Bank Guarantee under this purchase order.

- iv. In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if System Integrator fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- v. Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.

In case of order cancellation Bank will notify System Integrator with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will became absolute.

22. Indemnity

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- I. an act or omission of the Vendor and /or its employees, agents, subcontractors in performance of the obligations under this Contract; and/or
- II. material breach of any of the terms of this Contract or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Contract; and/or,
- III. Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the Vendor under this Contract; and/or
- IV. Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project applicable to Vendor's scope. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, solely attributable, to the acts of the Vendor's employees or representatives.

The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- I. The Bank notify the Vendor in writing immediately on becoming aware of such claim,
- II. The Vendor has sole control of defense and all related settlement negotiations,
- III. The Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and

- IV. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.

It is clarified that the Vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions. The Vendor should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Vendor with applicable Laws / Governmental Requirements to its scope under this Contract, IP infringement ;
- Gross Negligence or willful misconduct attributable to the Vendor, its employees, and agents
- Material breach of any terms of this Contract, Representation or Warranty
- Act or omission in performance of service.

Further,

- I. Vendor's aggregate liability in connection with obligations undertaken as a part under this Contract regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.
- II. Vendor's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- III. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Vendor as part of procurement under this Contract.
- IV. Under no circumstances bank shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Contract, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or loss of business.
- V. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to Vendor for any consequential/ incidental, or indirect damages arising out of this Contract.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities. The Vendor shall not indemnify the Bank for

- I. Any loss of profits, revenue, contracts, or anticipated savings or
- II. Any consequential or indirect loss or damage however caused, provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of Claim made by Regulatory Authorities for reasons attributable to breach of services

provided/ obligation under this Contract and by the Vendor. Vendor shall be responsible for any loss of life or bodily injury, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

"Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

"Wilful Misconduct" means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

The Vendor should indemnify the Bank (including its employees, directors representatives) from and against third party claims of losses, and liabilities arising from non-compliance of the Vendor with Laws / Governmental Requirements applicable to its scope of work

23. Publicity

Any publicity by the System Integrator in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The System Integrator shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the System Integrator its prior written consent.

24. Privacy and Security Safeguards

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

25. Technological Advancements

The System Integrator shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable

the Bank to take advantage of technological advancement in the industry from time to time.

26. Guarantees

System Integrator should guarantee that all the material as deemed suitable for the delivery and management for this RFP. All hardware and software must be supplied with their original and complete printed documentation.

27. Exit option and Contract Re-Negotiation

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- i. Failure of the System Integrator to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- ii. Delay in offering;
- iii. Delay in commissioning project beyond the specified period;
- iv. Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- v. Serious discrepancy in project noticed during the testing;
- vi. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- vii. Serious discrepancy in completion of project.
- viii. Serious discrepancy in maintenance of project.

Bank shall notify System Integrator with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the System Integrator.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the System Integrator at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the System Integrator's offer does not match such lower price. Notwithstanding the foregoing, the System Integrator shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the System Integrator can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the System Integrator will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the System Integrator shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the System Integrator to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management. However during transitioning period payment will be made to vendor as per payment terms.

28. Signing of Contract

The System Integrator(s) shall be required to enter into a service level agreement (SLA) with Bank, within 15 days of the award of the Bid through a Letter of Intent or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The System Integrator will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

29. Technical Inspection and Performance Evaluation

Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s). Bank may instruct eligible System Integrators to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. System Integrators will have to make such presentation at their own cost.

30. Verification

Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

31. Termination

BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing inclusive of 30 days cure period and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:

- i. The System Integrator commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the System Integrator.
- ii. The System Integrator goes into liquidation, voluntarily or otherwise.
- iii. The System Integrator violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the System Integrator under performance of the RFP.
- iv. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- v. The System Integrator fails to complete the assignment as per the timelines prescribed in the Work Order/SLA and the extension, if any allowed.
- vi. Deductions on account of liquidated damages exceed more than 10% of the total work order.
- vii. In case the System Integrator fails to deliver the resources as stipulated in the delivery schedule, BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the System Integrator.
- viii. After award of the contract, if the System Integrator does not perform satisfactorily or delays execution of the contract, BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the System Integrator is bound to make good the additional expenditure, which BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- ix. BANK reserves the right to recover any dues payable by the System Integrator from any amount outstanding to the credit of the System Integrator, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract. The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

32. Termination for Convenience

The Bank, by written notice sent to the vendor, 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 work under the Contract is terminated and the date upon which such termination becomes effective.

In case of Termination of Convenience Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute.

33. Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice (90 days' notice period) to the System Integrator, if the System Integrator becomes bankrupt or

otherwise insolvent. In this event, termination will be without compensation to the System Integrator, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

34. Termination for Default

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the System Integrator, may terminate this Contract in whole or in part, if the System Integrator fails to perform any obligation(s) under the Contract.

In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.

35. Consequences of Termination

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by Bank, the System Integrator herein shall be obliged to provide all such assistance to the next successor System Integrator or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

36. Dispute Resolution Mechanism

- i. The System Integrator and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- ii. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

- iii. The matter will be referred for negotiation between General Manager of The Bank / Purchaser and the Authorised Official of the System Integrator. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- iv. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- v. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- vi. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- vii. The System Integrator shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

37. Arbitration

All dispute or differences whatsoever arising between the System Integrator and the Bank out of or in relation to the construction, meaning and operation, with the System Integrator, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the System Integrator during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the System Integrator shall be withheld on account of the on-going arbitration proceedings, if

any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

38. Applicable Law and Jurisdiction of Court

The Contract with the System Integrator shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

39. Limitation of Liability

- i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event System Integrator shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.
- ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.
- iii. The limitations set forth in point no. i shall not apply with respect to:
 - a. Claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
 - b. Damages occasioned by the **Gross Negligence** or **Willful Misconduct** of Service Provider.
 - c. Damages occasioned by Service Provider for breach of confidentiality obligations.
 - d. Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

The System Integrator/Vendor will not be liable for any loss of profits, revenue, contracts or anticipated savings or any consequential or indirect loss or damages however caused, provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claim made by Regulatory authorities for reasons attributable to breach of services provided / obligation under this contract and by the System Integrator.

"Gross Negligence" means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

40. Privacy & Security Safeguards

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

41. Non-Disclosure Agreement

By virtue of Contract, as and when it is entered into between the Bank and the System Integrator, and its implementation thereof, the System Integrator may have access to the confidential information and data of the Bank and its customers. The System Integrator will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- a. That the System Integrator will treat the confidential information as confidential and shall not disclose to any third party. The System Integrator will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the System Integrator will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the System Integrator will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the System Integrator shall use reasonable efforts to advise the Bank immediately in the event that the System Integrator learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the System Integrator, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That if the System Integrator hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the System Integrator is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.

42. Amendment(s) In the Contract / Service Level Agreement

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the

Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

43. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of this Contract/ Service Level Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

44. Blacklisting

Grounds for Disqualification & Blacklisting

(A) Notwithstanding anything contained in this document, any System Integrator/selected Vendor shall be disqualified when –

- a) Any System Integrator who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
- b) Any System Integrator whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
- c) Any System Integrator whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

(B) Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

- i) submission of a bid, proposal or any other document that is known or should be known by the System Integrator to be false, misleading or non- meritorious or to

contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;

- ii) any documented unsolicited attempt by the System Integrator to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favour of the System Integrator;
- iii) unauthorized use of one's name or using the name of another for purpose of bidding;
- iv) breach of the terms of a public contract by a wilful or material failure to perform in accordance with the terms thereof;
- v) withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the System Integrator had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;
- vi) refusal or failure to furnish the required performance security within the prescribed time frame;
- vii) refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii) that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible System Integrator not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix) lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x) failure by the System Integrator/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.,;
- xi) failure by the System Integrator/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
 - a. Employment of competent technical personal, competent engineers and/or work supervisors;
 - b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - d. Deployment of committed equipment, facilities, support staff and manpower; and
 - e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.

- xii) assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;
- xiii) for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;
- xiv) for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,
- xv) for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

(C) Any parameters described, supra, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.

(D) The Bank will have the discretion to disqualify the System Integrator/Vendor and/or initiate the process for blacklisting the System Integrator/Vendor and may also entail forfeiture of performance security furnished by the System Integrator/Vendor. "

45. Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

46. Adherence to Data Security

Bidders should ensure Data Security and protection of facilities/application managed by them. The deputed persons should aware about Bank's security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at/outside the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and System Integrator would be required to compensate the bank to the fullest extent of loss incurred by the bank. System Integrator

has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" (document provided by Bank). The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement. All information resources (online/in-person) of the vendors and its partners shall be made accessible to reserve Bank of India as and when sought. Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with Bank's policy. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and System Integrator shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third-party vendors/service providers & partners. Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured. System Integrator has to abide by the data security guideline by consulting executives as defined by the bank from time to time.

That the System Integrator will strictly maintain the secrecy of Bank's data.

47. Reverse Transitioning

The Bank and the System Integrator shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

If the reverse transition is required during the contract period, then it would be maximum period of 3 months and only FM cost as per existing payment terms will be paid and no additional payment to be made in the name of transitioning. However, due to some reasons if reverse transitioning is required beyond contract period then it will for a maximum period of 3 months and payment to the Vendor will be made as per last quarter payment of FM cost for the actual reverse transition period.

(Tender offer forwarding letter)

Tender Ref. No.: PBGB/HO/DIT/ /2023-24

Date:

To
The General Manager- DIT
Paschim Banga Gramin Bank,
Head Office, Howrah

Dear Sir,

Sub: Selection of Vendor for Supply, Commissioning, Maintenance & Management of MPLS Link on Wired or 4G/5G (Single SIM based) or RF media In Branches & Offices for Five Years.

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we, the undersigned, hereby enclose our offer for "Selection of Vendor for Supply, Commissioning, Maintenance & Management of MPLS Link on Wired or 4G/5G (Single SIM based) or RF media In Branches & Offices for Five Years. " mentioned in the RFP document forming Eligibility, Technical and Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility, Technical and Commercial Bids by The Bank we undertake "Selection of Vendor for Supply, Commissioning, Maintenance & Management of MPLS Link on Wired or 4G/5G (Single SIM based) or RF media In Branches & Offices for Five Years. " as per your purchase orders.

In the event of our selection by the Bank for "Selection of Vendor for Supply, Commissioning, Maintenance & Management of MPLS Link on Wired or 4G/5G (Single SIM based) or RF media In Branches & Offices for Five Years. ", we will submit a Performance Guarantee for a sum equivalent to 10% of the Project Cost to be valid for a period of Five years (plus 3 month of claim period) in favour of **PASCHIM BANGA GRAMIN BANK** effective from the month of execution of Service Level Agreement.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid for one year from the date of commercial bid opening and it remain binding upon us which may be accepted by The Bank any time before expiry of one year.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following:

1. Tender Fee of Rs. _____ (Rupees _____ Only) dated _____. Vide UTR No/Txn Id _____.
2. BG No _____ for Rs. _____ (Rupees _____ Only) dated _____ as EMD.

Dated this ___ day of _____ 2020

Signature: _____

(In the Capacity of) _____

Duly authorized to sign the tender offer for and on behalf of

General Details of the Bidder**A. Profile of Bidder**

1. Name of bidder:
2. Location
Regd. Office:
Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years:
6. Names of Banker /s:
7. Name and details (designation and Phone no.) of Authorized Signatory:

B. Financial Position of Bidder for the last three financial years

	2019-20	2020-21	2021-22
Operating Profit			
Net Worth			
Turnover			

N.B. Enclose copies of Audited Balance Sheets along with enclosures

C. Proposed Service details in brief

- Description of service :
- Details of similar service provided to PSU organization/BFSI in India specifying the number of Banks and branches

Details of Experience in the field of (for SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G(SINGLE SIM BASED) OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS)

PSU Organization/BFSI		
Name of Organization	Period	
	From	To

N.B. Enclose copies of Purchase Orders and references.

Date: _____

Place: _____

Signature of Bidder: _____

Business Address: _____

Technical Requirements

Sl. No.	Technical requirement	Yes /No
1.	Bidder should provide feasibility report last mile on Wire or 4G/5G or RF link separately for all branches as per list mentioned in Annexure – AB. The wired Link is most preferred and bidder shall provide MPLS link on wired media, wherever feasible. Desktop feasibility will not be accepted. The links will be used either as primary or as back up of existing MPLS links from BSNL link with load sharing and Auto-failover option.	
2.	The bidders are expected to do a site survey for feasibility and for installation of the required equipment. They should clearly mention the required equipment/s that will be deployed during commissioning. The charges towards cabling & other activities should be included in the cost of link.	
3.	Any deviation with respect to feasibility report submitted such as wired to 4G/5G on wireless, increase in pole height for wireless, declared as feasible, etc. but later during the implementation of the project found to be non-feasible, will not be accepted. The selected bidder shall be penalized for the deviation.	
4.	Bidder should provide connectivity through wire line media meeting the bandwidth, latency, uptime, secured connectivity aspects etc. and other requirement mentioned in this RFP. For the branches where MPLS on Wired is not feasible at all, 4G/5G as last mile will be 2 nd option and wireless would be the 3 rd option.	
5.	The prospective bidder shall establish the VPN Network and should be capable of maintaining it for a period of at least 5 years , based upon performance, Bank may extend the contract for further period on same terms and conditions on mutually agreed prices.	
6.	The MPLS link should be fully isolated from Internet traffic even if running on the same core/backbone. It is desired that same PE Router does not run both customer VPN traffic and Internet traffic. The VPN network offered to the Bank should not carry any internet routes. The bidder has to provide network topology showing how internet traffic is segregated from proposed MPLS cloud.	
7.	Branches connected through offered MPLS link should communicate each other directly without coming to Data Centre i.e. any to any communication.	
8.	Selected bidder should provide connectivity with minimum number of "hop" for all links.	
9.	Bank expects minimum number of hop count while routing packets through network.	
10.	All the POPs from where the bandwidth is provided to Bank should have redundancy of equipment's, links, power, backhaul connectivity etc. Bidder should submit an undertaking for the same.	

11.	The network of bidder should not be linked with any type of network from BSNL at core / distribution / access / last mile level at any location.	
12.	The backhaul link to be terminated at UCO Bank's data center at Bangalore & Disaster Recovery Center at Kolkata should be of Optical Fiber media only with self-healing ring based architecture.	
13.	The bandwidth of backhaul link is factored as 50 Mbps and bidder to quote the cost of the same in commercial bid. Bank shall place order for backhaul in tranche of 10 Mbps as per the requirement. Necessary network devices such as Router/Mux/Rack along with necessary cabling and Battery Backup as per Industry Standard to be provided by Bidder without any additional cost.	
14.	The connectivity provided by the bidder has to be Layer 3 MPLS solution on dedicated ports with 1:1 full duplex committed information rate with end point as Ethernet. The circuit should be available in full duplex mode with sending and receiving available on the same circuit. (For e.g. - On a 2 Mbps circuit, 2 Mbps sending and 2 Mbps receiving should be possible simultaneously).	
15.	The selected bidder shall provide committed bandwidth at each location and make it available continuously. Bidder should ensure that committed bandwidth subscribed by Bank is always available for use. Bank may test the load on the links from time to time. In case of bandwidth subscribed by the branch is not available at any time, the duration of non-availability of committed bandwidth will be treated as downtime of the link. Penalty on downtime will be enforced accordingly.	
16.	The bidder is required to specify if bursting is available as a supported service. If so, bidder may define the process and specify the lead- times for requesting bursts. The bidder may also confirm the flexibility to dynamically allocate bandwidth to the Bank on demand either on a permanent or temporary basis.	
17.	A separate VPN is to be created only for Bank network and in no way the VPN should be shared with other customers sharing the MPLS backbone. Bank MPLS Network must be accessible to Bank nodes only. Bank has implemented IPSEC VPN in its existing network. Bank will also run IPSEC VPN on this MPLS link and there should not be any dependency from bidder/ bidder on this implementation while integrating their MPLS network. Further, there should not be any dependency on the bidder if Bank decides to implement other VPN variants like GETVPN, DMVPN or any other such technology.	
18.	The initial bandwidth of each link at branch end should be minimum 2 Mbps. The bandwidth must be capable of upgrading at a later stage as and when required by the Bank. Bidder needs to have a co-ordination with Bank's existing system integrator for integrating proposed links with present infrastructure in order to run the branches/offices smoothly.	
19.	Any extra material required for the project execution not mentioned in the commercial bid, shall be supplied and deployed by the bidder at no extra cost to Bank.	
20.	Bidder must ensure that it will use products that are intrinsically safe and are approved for use in these locations. It must adhere to Government of India	

	safety regulation and should use earthing for all its masts.									
21.	If the last mile is on wireless, bidder has to ensure that no other Radio equipment causes interference and should not be able to trap the wireless signals used for Bank's network. Bidder has to ensure the secure end to end encryption for wireless network.									
22.	When the location which is connected using Wireless last mile and if subsequently wired connectivity become feasible the vendor has to convert the last mile to wired link at no additional cost to the bank.									
23.	Bidder should provision all equipment required to provide the wireless connectivity at branch/office for getting usable wireless signal strength i.e. internal/external cabling and antenna etc.									
24.	Bidder will monitor the links on a near real-time basis (Proactive Monitoring) and Bidder must have their own Network Operation Centre for monitoring of the Network. Bidder will monitor all the links from their NOC through NMS and submit the reports like Uptime, Bandwidth utilization, Link error, latency, etc. on monthly basis and as per the Bank's requirement. Bank will provide the SNMP access (read only) of the router for monitoring of the link. All the locations are to be monitored on 24x7x365 . Bidder should provide site-wise network link usage and uptime.									
25.	The bidder shall build and provide to the Bank and Bank's System Integrator access to an online monitoring portal where link status such as link up or down, down since, reason for down, expected time for resolution (ETR), last mile bidder, circuit ID, incident number etc. shall be available in a graphical format. The portal should also provide downloadable SLA reports for each month for the entire duration of the contract. It should also have the capability of generating reports in different formats (including PDF) as required by the Bank. The portal shall also display up-to-date contact details of the helpdesk and single point of contact (name, designation, telephone numbers, Email ID) as well as the escalation matrix. This information shall be used by the Bank/NI to seek support, log complaints etc. This portal should be made available within 30 days from the date of issuance of PO/Lol.									
26.	The bidder shall respond on the issues/complaints lodged by the Bank as per the following severity matrix <table border="1" data-bbox="343 1384 1236 1547"> <thead> <tr> <th>Technical Severity Level</th> <th>Time to Respond</th> </tr> </thead> <tbody> <tr> <td>Level 1 (High)</td> <td>30 minutes</td> </tr> <tr> <td>Level 2 (Moderate)</td> <td>60 minutes</td> </tr> <tr> <td>Level 3 (Low)</td> <td>90 minutes</td> </tr> </tbody> </table>	Technical Severity Level	Time to Respond	Level 1 (High)	30 minutes	Level 2 (Moderate)	60 minutes	Level 3 (Low)	90 minutes	
Technical Severity Level	Time to Respond									
Level 1 (High)	30 minutes									
Level 2 (Moderate)	60 minutes									
Level 3 (Low)	90 minutes									
27.	The bidder has to ensure the availability of adequate number of resources (at NOC & Sites) till the link is commissioned and stabilized. However, bidder is required to make available the engineers/resources at the site during the installation, commissioning of the links and whenever there is a requirement for in person presence for either troubleshooting or any other reason. Engineer should have adequate knowledge for configuration of devices at Branch side.									

28.	<p>Besides monitoring from NOC, bidder should provide one Manpower for monitoring links on daily basis during Monday to Saturday general shift at Bank Head Office.</p> <p>Bidder's resource is required to co-ordinate with Bank's Network System Integrator for link related efforts and issues.</p> <p>The selected bidder has to adhere to the Law of the Land and Labor Law of the Government as applicable for the project. Services may be required on Sundays/holidays also for the Branches/offices, whenever required and Support to be provided for 24X7X365.</p>	
29.	<p>Brief roles and responsibilities of resources are as given:</p> <p>Monitor all allotted branches links with due diligence and take follow-up with their backend team for immediate restoration of all such down links as per the SLA uptime.</p> <p>Contact branches/offices/end users to understand the problem while identifying fault.</p> <p>Allocate the down-call to all concerned regional engineers for immediate action.</p> <p>Responsible for all technical issues concerning the network.</p> <p>Point of contact for all technical queries and fault resolution.</p> <p>Shall have the primary responsibility for ensuring a smooth network functioning without congestion and downtime.</p> <p>To provide all kind of SLA reports to the designated Bank team as per the schedule and as and when required by the Bank.</p>	
30.	<p>Selected Bidder should log a call automatically in case of any issue without waiting for customer complaint and should ensure the necessary action for restoration of the same. Selected Bidder should also inform to the Bank through mail, SMS, etc.</p>	
31.	<p>Bidder's network should support Incident management: Prevention mechanism for mis-configuration, Alert mechanism should be in place for any incident occurred etc., every incident reported should be notified to Bank and documented, System should have capability to send alerts through email and SMS to respective authorities/stakeholders.</p>	
32.	<p>Bidder should have adequate field engineer for restoration of links with skilled knowledge and prior experience. Bank Branch or offices, link should not remain isolated due to the requirement of Field engineer at any point of time. There will be no engineer visit charges in any case.</p>	
33.	<p>Followings to be furnished by the successful bidder:</p> <p>Daily downtime of links Frequent problem analysis report- Monthly Links for which BW utilizations is reaching threshold limit- Daily</p>	
34.	<p>Supply, installation and configuration of WAN end point equipments such as modems, routers, last mile equipment etc. would be done by the selected</p>	

	bidder and co-ordination with Bank's Network SI, wherever required. IP address used on branch/office end shall remain same as per the existing schema implemented in Bank at all the branches/offices. The same shall be shared to the successful bidder during implementation.	
35.	The Routers will be provided by the Bank in Bank's Premises. Bidder should terminate link in Bank existing router Ethernet interface.	
36.	The proposed network by the bidder should support: a) All web and client-server based application b) Video Conferencing c) Voice over IP (VOIP) d) End to end QOS e) IPsec	
37.	The VPN should support any to any connectivity and should be a closed user group for Bank and should not have any physical and logical interference with other customers of the Internet route/traffic.	
38.	The architecture used for the complete solution should be end to end enabled with layer-3 routing domain (end to end transparent layer-3 routing using static and dynamic routing). Additionally, the bidder shall ensure that there shall not be any restriction on the number of routes that needs to be maintained on devices under the control of the bidder for all practical purposes.	
39.	The solution should provide end to end transparent data reachability, voice, video etc. (no filter of traffic from SP).	
40.	The bidder should provide Ethernet connectivity over RJ45 interface to connect Bank's branch router to the network as well as at data centers also. Cables with required interfaces have to be arranged by the selected bidder.	
41.	Bidder has to replace/repair faulty/damaged equipment at the bidder's own cost, irrespective of the reason of fault/damage within the SLA time limit, during the contract period. However, the "force majeure" clauses will apply. In any case, the bidder will have to arrange for replacement of the faulty/defective equipment at the earliest. External antennas should have proper lightning conductors, wherever necessary.	
42.	During the contract period, the Bank reserves the right to add/upgrade/replace/move any or all hardware components installed at the specified locations. In such eventuality, the bidder shall be obliged to carryout necessary activities for facilitating such operations (if required) as advised by the Bank from time to time, at no extra cost to the Bank.	
43.	Audit: Bank and/or third party consultants hired by Bank/RBI/NABARD should have rights to audit/review the whole setup of the bidder catering to Bank's application. The Bidder should provide proper access to the documents required by the auditors. The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to inspecting auditors of the Bank and extend full cooperation in carrying out of such inspection. The bank has reserves the right to call for any material information/report etc.	
44.	Bidder shall meet all the Govt. or other Regulatory directions/ requirements and ensure its compliance.	

45.	The bidder shall ensure multicast support in their MPLS network (regardless of the multicast types such as dense mode, sparse mode etc.) at no additional cost to the Bank.	
46.	The connectivity should be capable of provide end to end Quality of Service (QoS) for critical applications.	
47.	The connectivity should be capable of providing End to end differentiated services code point (DSCP) and class of service (CoS) continuation.	
48.	Bidder should use Simple Network Management Protocol version 1 & 2 (SNMP v1, v2 & v3) managed devices for end to end communication from the branch to data centre of Bank for the proposed wireless solution	
49.	Bidder's network should support dynamic routing protocols like Open Shortest Path First (OSPF), Border Gateway Protocol (BGP) etc.	
50.	The bidder should be able to change the routing protocol in their MPLS network cloud without any hiccups i.e. branch to DC or DR site and vice versa.	
51.	Bidder's network should support access control list (ACL) Support, SNMP v1 & v2 support Network Time Protocol Version 4 (NTPv4), Syslog, Ping, Trivial File Transfer Protocol (TFTP), Secure Shell version 2 (SSHv2) and Internet Protocol version 6 (IPv6) support etc.	
52.	Bidders shall setup weekly meeting with bank officials till Project rollout or implementation. After implementation of complete solution, bidder has to ensure monthly review meeting with bank officials. Bidder has to ensure the monthly meeting should be attended by National level officials from bidders end.	
53.	The proposed solution should be IPv4 and IPv6 compliant. Based on the requirements of the bank the Bidder(s) should migrate the network to IPV6 without any additional charges.	
54.	Network devices should be updated with latest firmware and security patches. Bidders network equipment used in Bank's network are to be upgraded time to time to avoid any potential threats in the network without no additional cost to the bank, Process for performing update should be maintained and approved by Bank.	
55.	In case of radio frequency (RF) connectivity, bidder may provide point to point or point to multi point connectivity provided it adheres to the terms and conditions mentioned in the RFP, like committed bandwidth, security parameters etc.	
56.	Security being prime concern, Solution should not breach the security of any installations of Bank in any way.	
57.	The bidder should provide all security measures for bank's MPLS VPN network which should prevent against all kind of attacks like malware attacks, DDOS, IP spoofing etc.	
58.	In future, bank may carry out design modification and/or application addition to the bank network, including modification for the security policy implementation. Accordingly vendor should carry out necessary configuration changes in the MPLS network, as advised by the bank time to time and no additional cost will be borne by the bank in this regard.	
59.	During the contract period, the vendor may offer Bank to upgrade the system, if better technology available at mutually agreed terms and	

	conditions.	
60.	During the contract, if bidder upgrades its own system then connectivity should be available at DC/DR/Branches/offices without any changes at DC/DR/Branches/offices level, however, if any upgradation/changes has to be done it should be without any additional cost and with prior approval from Bank.	
61.	The bidder shall commission the link using proper tagging and labelling . The bidder shall provide necessary equipment (excluding routers and switches) required for commissioning of the links at specified locations without any additional cost to the Bank.	
62.	Bank will only provide Rack space, required earthing voltage and UPS Power supply for installation or commissioning of required links in branches/offices. All other required infra should be arranged by bidder at no extra cost to Bank. Bank will not take any responsibility for installation of MUX/MAST/RF antenna/ Modems etc. Bidder should take adequate insurance for deploying hardware at no cost to Bank for preventing the equipment from any kind of damages.	
63.	Any damage to the network devices/spares involved in establishing the link, arising out of electrical/lighting/voltage/Earthing issues needs to be replaced by the bidder free of cost.	
64.	"Site Survey, "Installation Certificate" and "Acceptance report for successful commissioning" must be maintained by the selected bidder for future references. The formats would be finalized in consultation with the Bank. This shall be one time activity and the date of successful commissioning of link as these documents shall be considered as the billing's start date.	
65.	The successful bidder shall provide all the necessary support for facilitating in carrying out fail-over testing of the links by the Bank's network SI.	
66.	The successful bidder shall provide update on the work-in-progress with regard to the commissioning of each and every link post the issuance of PO/LOI on a weekly basis so that the Bank has clear visibility of the work being carried out. It should, inter-alia, contain at least the following details:	
67.	Link address, proposed date of completion of commissioning, activities completed, dependency (if any), current status, reason of delay (if any).	
68.	The bidders are expected to do a site survey for feasibility and for positioning of the terminating equipment. They should clearly inform about the equipment that will be deployed with its physical, electrical and any other related information.	
69.	Bidder has to deliver the link up to the router and terminate on the required interface of branch router with prior approval from Bank and ensure connectivity as per the specifications of this RFP in co-ordination with Bank's network team and network SI.	
70.	Bidder must ensure that it will use products that are intrinsically safe and are approved for use in these locations. It must adhere to Government of India safety regulation and should use earthing for all its masts.	
71.	Bidder should do all internal cabling till branch router for successful commissioning of the required MPLS link without any additional cost to the Bank. Bidder should provide all required cables for connecting the modem	

	or any external device to Branch router for termination of link at no extra cost to the Bank. Cabling should be done properly with dressing, any wire coming inside the premises from Antenna or any other devices should come through conduit which has to be provided by the selected bidder.	
72.	During the tenure of the contract or till the link(s) is/are being used at the site(s), the bidder shall bear all the operational costs associated with commissioned link(s). The Bank shall pay only the fixed recurring cost and one-time shifting charges (wherever applicable) for the commissioned links.	
73.	The network equipment shall support Packet Filtering, TCP spoofing, IPv4 & IPv6 both, QoS on both inbound and outbound traffic and other industry standard protocol.	
74.	Dedicated IP addressing scheme for WAN link will be provided by the Bank. Required connections to terminating the link on Router/Switch (provided by the Bank) should be done by bidder. After installation of network equipment at branches bidder has to ensure that banks application are working properly.	
75.	In future, if the bidder gets involved in Regulatory issues / Licensing issue with any Govt/Law enforcing agency/ Regulatory authorities, it is the responsibility of Bidder to replace / substitute the wire/wireless Technology at no additional cost to the Bank without compromising SLA and security.	
76.	The bidder shall provide a high level network design document capturing CPE details, PoP details including interface/port (on which the link shall be terminated), CoS/QoS details etc. for providing connectivity between each of the office/branch. This document needs to be submitted by the bidder within 1 month of issuance of the Lol/PO and should be updated from time to time as and when there is any change in the network/details captured in the document.	
77.	The bidder has to maintain proper documentation having correct and latest information on network architecture such as logical & physical setup for each location, master database of all the sites along with inventory of links (from/to location details), bandwidth details, physical ports on which the link has been terminated, circuit ID, IP addresses, register containing incident and their resolution details etc. at a central location throughout the currency of the contract. Additionally, bidder shall maintain duly signed copies of certificates/reports such as "Site Survey", "Installation Certificate", "In Operations Certificate", "Acceptance report for successful commissioning" etc. with themselves for future references. Such documentation in the format prescribed by the Bank shall be provided to the Bank/SI on regular basis and/or on demand.	
78.	The bidder shall have robust, resilient and redundant network architecture with built-in redundancy at various levels including at network component level, site level etc. The bidder shall provide their Disaster Recovery (DR) and Business Continuity Plan (BCP) specific to the Bank detailing as to how the connectivity and other allied services as specified in this document shall be provided to the Bank seamlessly even in event of a disaster in their network and/or their NOC. Additionally, the bidder shall provide extra support and cooperation during the Bank's DR drills/exercises (if required).	

79.	The bidder shall be equipped with the followings to deal with exigencies : Proactive Disaster Risk reduction measures. Meticulous preparedness: Availability of spares & Manpower deployment. Disaster resilient sound framework with effective response. SOP (Standard Operating Procedure) for such situations.	
80.	The bidder shall confirm in writing that all the MPLS PoPs, on which the MPLS links have been terminated, have redundancy at various levels including equipment-level, link-level, power-level, and path-level.	
81.	The bidder shall ensure network performance optimization (in terms of network latency, packet loss, jitters, bandwidth etc.) including enhancements in CoS/QoS as per the requirements of the Bank. By Optimization the Bank intends that the Bidder should perform network optimization to boost network efficiency without acquiring additional or expensive hardware or software at the customer premises (i.e. optimization to be achieved through configurational changes to the extent possible or as a part of successful bidder's infrastructure upgrade).	
82.	Bank, at its discretion, may surrender any link at any location at any time by giving the bidder a notice period of 30 days.	
83.	The Bank reserves the right to place Purchase Order (PO) for lesser number of links than the number of links/locations specified in this of RFP document. Also, the Bank may issue multiple POs during the contract period.	
84.	Bidder should provide one week minimum advance intimation to bank designated team for carrying out any maintenance activity in bidder's network. Such activity should not be more than 3 hours on single occasion and bidder should ensure such activity should be carried out during lean business hours preferably between 01.00 AM to 04.00AM without impacting bank's business. Two activities in a year would be permitted by bank with a duration of one hour. Bidder should ensure availability of network after the completion of maintenance activity for all branches and offices. After completion of the activity bidder has to submit the activity report to bank designated team, such reports should state the availability of network for bank branches and offices.	
85.	Latency should not be more than 75 ms (End to End i.e. Branch router to DC & DR router) for a 1500 byte packet size measured for a minimum of 1000 packets. Tool should be provided to bank for monitoring the same on real-time basis at no additional cost to the bank.	
86.	The bidders should have their own nation-wide high availability MPLS network backbone. The bidder's core MPLS backbone should be fully meshed. Bidder has to submit the declaration for this clause during bid submission.	
87.	For the pole to be installed in the branch roof top for Wireless link (RF), the height of pole should not be more than 06 meters.	
88.	The bidder will ensure that each location is within a radius of 5 kilometers from any of their BTS/Repeater Towers. However, for flatland rural areas, the radius may be extended up to 10 kilometers. Such BTS/Repeater should be in line of sight of Bank's location.	

89.	Pole/Tower removal, in case of shifting of branch or termination of link has to be done by Bidder without any additional cost to the Bank.	
90.	In case of Pole/Tower fell down due to natural calamity, removal and reinstallation of Pole/Tower has to be done by Bidder without any additional cost to the Bank.	
91.	Average end to end packet loss should not be more than 1 in 1,000 for wireless connectivity with IMIX packets measured for a minimum of 1000 packets.	
92.	Average Jitter of the connectivity should be less than 45ms measured for a minimum 1000 packets.	
93.	The MTU (maximum transmission unit) size should be 1500 bytes.	
94.	In case of shifting of a branch to new location where feasibility on wired is not available then some alternate arrangement like 4G/5G or any other connectivity should be made available to that branch by the bidder itself. The rates of alternate connectivity shall be applicable as per RFP norms. However, before providing connectivity over other technologies (i.e. apart from wired/RF) bidder need to take prior approval from Bank.	
95.	Bidder shall provide, without any additional cost to the Bank, adequate protection for the masts/pole/antenna like Platform Snow Shield/ other obstructions wherever necessary, to prevent disturbances to the alignment causing communications failure. Any other equipment which are not mentioned in this RFP but are required for making the branch/ office live on the network via wired/wireless link shall be provided by the selected bidder at no extra cost to the Bank.	
96.	The proposed solution must be capable to eliminate the building penetration losses and indoor propagation losses resulting in significantly higher signal strength and high throughputs for the users.	
97.	For the connectivity of Branches to Bank's network where wired media is not available for secondary link, SIM(GSM) based option.	
98.	Static Private IP: The Mobile Network based Wireless 4G/5G MPLS VPN connection / solution should have static Private IP. Bidder shall also ensure that the IP addresses used shall not clash with Bank's IP addresses that are already in use. The successful bidder shall ensure that the address space between two nonintersecting VPNs of an MPLS VPN service is entirely independent of each other. For instance: Any VPN must be able to use the same address space as any other VPN. Any VPN must be able to use the same address space as the MPLS core. Routing between any two VPNs must be independent. Routing between any VPN and the core must be independent.	
99.	The Mobile Network based Wireless (GSM) MPLS VPN connection / solution should not be accessible/open to Internet at any point. The network should not be voice or SMS enabled. Value Added Services features should be barred in this solution. Only Bank's authorized and approved APN should be configured. The device should not be able to connect any other network or service (including WIFI or WIFI hotspot) except Bank's permitted network / system.	

100.	The Selected bidder shall address basic security concerns and incorporate security processes such as securing network against unauthorized access, misconfigurations of the core and internal attacks. The protection against "Man -in-the Middle " compromise (between the Bank's Network/system and operators' network) should be available	
101.	Selected Bidder shall ensure that at no stage during the contract period none of the network security principles i.e. confidentiality integrity availability of the Bank's traffic get compromised.	
102.	The Selected Bidder shall ensure logical separation/insulation between multiple customers meeting at the Provider Edge (PE) network element. The Selected Bidder shall ensure that every PE router maintains a separate Virtual Routing and Forwarding instance (VRF) for each connected VPN i.e. each VRF on the PE router is populated with routes from one VPN.	
103.	The Selected Bidder shall comply with Bank's IS Security policy relevant to the scope of services (work) provided to the Bank. The bank reserves the right to expand the scope of compliance by successful bidder at any point of time during the contract.	
104.	Bidder should take necessary landlord permission (if required) for installation of outdoor unit, in case of wireless link.	
105.	Vendor needs to provide 240 number 5G corporate SIM cards with calling, SMS & data facility for the branches and offices in the same scope of the RFP. Voice Call Should be unlimited. Minimum 100 SMS per month. Minimum Data 30 GB per month.	

MASKED COMMERCIAL TEMPLATE

Description	No. of Link feasible (A)	Unit one-time link commissioning cost (OTC) (B)	Unit recurring cost per year (C)	Total Cost per link (D)= B+C*5	Total cost E=A*D	GST (%)	Total cost with GST
2 Mbps MPLS links		*****	*****	*****	*****	****	*****
50 Mbps Backhaul link		*****	*****	*****	*****	****	*****
Mobile SIM	240	*****	*****	*****	*****	****	*****
Total cost							*****

Note:

- The Primary Data Centre is located at Bangalore, UCO Bank Data Centre, C/O Tata communications, No.2, KEB layout, Sanjay Nagar Main Road, Near Geddalahalli Bus Stop, Bangalore- 560094.
- The Disaster Recovery Data Centre is located at Kolkata, UCO Bank Data Centre, UCO Bank, HO-2, 6th Floor, 3& 4 DD Block, Sector-1, Salt Lake, Kolkata- 700064.
- In case of discrepancy between figures and words, the amount in words shall prevail.
- Bidders should strictly quote in the format and for periods as mentioned above. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
- In the event the vendor has not quoted or mentioned any component or services required, for evaluation purposes the highest value in the submitted bids for that particular link type would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.
- L1 bidder would be determined based on the total cost of ownership for each of links. Any decision of Bank in this regard shall be final, conclusive and binding on the bidder.
- The bidder with lowest commercial cost in Table – D after normalization as mentioned above, will be selected as L1 bidder separately for MPLS on Wire / Wireless or 4G/5G (Single SIM based) categories of network connectivity respectively.
- Bidder need to factor manpower cost as per Scope of Work (SOW).
- Bidder need to factor spare's cost for replacement in case of malfunctioning of Network devices due to force majeure conditions.
- Bidder already having presence at certain sites with any solution, need not bid for that particular site/s.
- Any of the solution should not be limited to nos. of users.
- The GST as applicable shall be paid as extra at actuals at the time of resultant billing.
- Bidders should quote for all applicable items in the table C. In the event the vendor has not quoted or mentioned any component or services required in table C it will be treated as free of cost during the contract period and bidder has to mandatorily provide the same.

COMMERCIAL TEMPLATE

Description	No. of Link feasible (A)	Unit one-time link commissioning cost (OTC) (B)	Unit recurring cost per year (C)	Total Cost per link (D)= B+C*5	Total cost E=A*D	GST (%)	Total cost with GST
2 Mbps MPLS links							
50 Mbps Backhaul link							
Mobile SIM	240						
Total cost							

Note:

14. The Primary Data Centre is located at Bangalore, UCO Bank Data Centre, C/O Tata communications, No.2, KEB layout, Sanjay Nagar Main Road, Near Geddalahalli Bus Stop, Bangalore- 560094.
15. The Disaster Recovery Data Centre is located at Kolkata, UCO Bank Data Centre, UCO Bank, HO-2, 6th Floor, 3& 4 DD Block, Sector-1, Salt Lake, Kolkata- 700064.
16. In case of discrepancy between figures and words, the amount in words shall prevail.
17. Bidders should strictly quote in the format and for periods as mentioned above. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
18. In the event the vendor has not quoted or mentioned any component or services required, for evaluation purposes the highest value in the submitted bids for that particular link type would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.
19. L1 bidder would be determined based on the total cost of ownership for each of links. Any decision of Bank in this regard shall be final, conclusive and binding on the bidder.
20. The bidder with lowest commercial cost in Table – D after normalization as mentioned above, will be selected as L1 bidder separately for MPLS on Wire / Wireless or 4G/5G (Single SIM based) categories of network connectivity respectively.
21. Bidder need to factor manpower cost as per Scope of Work (SOW).
22. Bidder need to factor spare's cost for replacement in case of malfunctioning of Network devices due to force majeure conditions.
23. Bidder already having presence at certain sites with any solution, need not bid for that particular site/s.
24. Any of the solution should not be limited to nos. of users.
25. The GST as applicable shall be paid as extra at actuals at the time of resultant billing.
26. Bidders should quote for all applicable items in the table C. In the event the vendor has not quoted or mentioned any component or services required in table C it will be treated as free of cost during the contract period and bidder has to mandatorily provide the same.

PROFORMA FOR PERFORMANCE GUARANTEE**(To be stamped in accordance with the stamp act)**

In consideration of Paschim Banga Gramin Bank, body corporate constituted under the Regional Rural Bank Act, 1976 having its head office at Natabar Pal Road, Tikiapara, Howrah - 711101 (hereinafter called "BANK") having agreed to exempt M/s (Name of the bidder Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the bidder company) (hereinafter called "the said BIDDER") from the demand, under the terms and conditions of BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Bidder and an Agreement to be made between Bank and the Bidder for a period of In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

We, [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [BIDDER] do hereby undertake to pay to BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by BANK by reason of any breach by the said BIDDER of any of the terms or conditions contained in the said Agreement.

2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to BANK any money so demanded notwithstanding any dispute or disputes raised by the BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the BIDDER for payment there under and the BIDDER shall have no claim against us for making such payment.

4. We [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [indicate the name of bank ISSUING THE GUARANTEE] further agree with BANK that BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the

said Agreement or to extend time of performance by the said BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by BANK against the said BIDDER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said BIDDER or for any forbearance, act or omission on the part of BANK of any indulgence by BANK to the said BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the BIDDER.

7. We [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of BANK in writing.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.

ii) This Bank Guarantee shall be valid upto and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee including claim period).

8. Dated the day of for..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorized Official.

NOTE:

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

2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

Annexure – G
INTEGRITY PACT

(To be stamped as per the Stamp Law of the Respective State)

Whereas Paschim Banga Gramin Bank, body corporate constituted under the Regional Rural Bank Act, 1976 having its head office at Natabar Pal Road, Tikiapara, Howrah - 711101 (hereinafter called "BANK") In consideration of acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (for SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G(SINGLE SIM BASED) OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS

) Hereinafter referred to as Stores and / or Services.

And

M/s_____ represented by_____ Authorised signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as —Party or collectively as the —parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of **SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS** and the Bidder /Seller is one amongst several bidders /Proprietary Bidder /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- (i)** No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii)** The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

(iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Bidder(s) /Seller(s):

5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

5.3 The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of

compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter -Bank Offer Rate) (for foreign bidders) and Base Rate of SBI (State Bank of India) plus 2% (for Indian bidders). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

- 6.1** The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.
- 6.2** If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

- 8.1** If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:
- (i)** To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
 - (ii)** To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
 - (iii)** To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
 - (iv)** To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.
- 8.2** If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

- 9.1** If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
- 9.2** If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

12. Integrity Pact Duration.

- 12.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 12.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, Bank .
- 12.3** Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 Other Provisions

- 13.1** Changes and supplements need to be made in writing. Side agreements have not been made.
- 13.2** The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 13.3** In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 13.4** Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
- 14.** This Integrity Pact is signed with Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
- 15.** In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- 16.** The Parties here by sign this Integrity Pact at _____ on _____ (Seller/Bidder) and at _____ on _____ (Buyer)

BUYER

BIDDER /SELLER

Signature:
Authorized Signatory
Bank
Department of IT

Signature:
Authorized Signatory

Place:

Date:

Witness:
(Name & Address)

Witness:
(Name & Address)

Format of Pre-Bid Queries to be submitted by the Bidder(s)

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/Suggestions of the Bidder

Format of Bank Guarantee (EMD)

**To
The General Manager- DIT
Paschim Banga Gramin Bank,
Head Office, Howrah**

Dear Sir,

In response to your invitation to respond to your RFP for Selection of System Integrator (SI) for **SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G (SINGLE SIM BASED) OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS**, M/s _____ having their registered office at _____ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Selection of System Integrator (SI) for **SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G (SINGLE SIM BASED) OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS**.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our Head Office _____ hereby irrevocably guarantee an amount of **Rs. 10 lakh (Rupees Ten Lakh Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to BANK the said amount of Rupees Twenty Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs.1.00 Cr. only (Rupees One Crore Only).
2. This Bank guarantee will be valid upto _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation.

(The value of the stamp paper will be as applicable at the place of issuing of Bank Guarantee.)

Undertaking for Non-Blacklisting / Non-Debarment of the bidder

**To
The General Manager- DIT
Paschim Banga Gramin Bank,
Head Office, Howrah**

Dear Sir(s),

Sub: SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G (SINGLE SIM BASED) OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS vide “RFP Ref No: PBGB/HO/DIT/1561 /2023-24 Date 30/09/2023.”

- a. We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b. We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c. Further we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- f. (Deviation to the above if any, the Bidder must provide details of such action(s)
 - 1.
 - 2.

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

Undertaking to abide by all By-Laws / Rules / Regulations

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To
The General Manager- DIT
Paschim Banga Gramin Bank,
Head Office, Howrah

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of Paschim Banga Gramin Bank, body corporate constituted under the Regional Rural Bank Act, 1976 having its head office at Natabar Pal Road, Tikiapara, Howrah - 711101 (hereinafter called "BANK") which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the **SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS vide "RFP Ref No: PBGB/HO/DIT/1561 /2023-24 Date 30/09/2023."**including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this _____ day of _____, 20 _____.

Place:

For M/s.

.....

[Seal and Signature(s) of the Authorized Signatory (s)]

Undertaking by the bidder

**To
The General Manager- DIT
Paschim Banga Gramin Bank,
Head Office, Howrah**

Dear Sir(s),

Sub: Selection of Vendor for Supply, Commissioning, Maintenance & Management of MPLS Link on Wired or 4G/5G (Single SIM based) or RF media In Branches & Offices for Five Years. vide “RFP Ref No: PBGB/HO/DIT/1561/2023-24 Date 30/09/2023.”

Further to our proposal dated, in response to the Request for Proposal (Bank’s tender No. hereinafter referred to as “RFP”) issued by Bank, we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

We hereby confirm that we are agreeable to provide services as per SLA for a period of 5 years, may be extended on the basis of performance. All the Annexures with other Technical documents duly filled in and signed are enclosed. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP and shall keep the price valid for the entire contract period.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Undertaking Letter to the Bank on the Bidder's Letterhead

**To
The General Manager- DIT
Paschim Banga Gramin Bank,
Head Office, Howrah**

Dear Sir(s),

Sub: SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS or Five Years vide "RFP Ref No: PBGB/HO/DIT/1561/2023-24 Date 30/09/2023."

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all scope of work, all technical requirement (Annexure C) and all other terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Undertaking Letter on the vendor's letterhead for GST Law

**To
The General Manager- DIT
Paschim Banga Gramin Bank,
Head Office, Howrah**

Dear Sir(s),

Sub: SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS or Five Years vide "RFP Ref No: PBGB/HO/DIT/1561/2023-24 Date 30/09/2023."

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We, the bidder M/s, hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Undertaking Letter on the bidder's letterhead for Central Minimum Wages Act & Labour Laws.

**To
The General Manager- DIT
Paschim Banga Gramin Bank,
Head Office, Howrah**

Dear Sir(s),

Sub: SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS vide "RFP Ref No: PBGB/HO/DIT/1561/2023-24 Date 30/09/2023."

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed as part of this solution/activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

(Proof of compliance and labour license needs to be submitted along with the quotation).

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

NON-DISCLOSURE AGREEMENT
(To be stamped in accordance with the stamp act)

This Non-Disclosure Agreement is entered into on thisday of, 2020

BETWEEN

Paschim Banga Gramin Bank, body corporate constituted under the Regional Rural Bank Act, 1976 having its head office at Natabar Pal Road, Tikiapara, Howrah - 711101 (hereinafter called " BANK") hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

.....
..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the bidder is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Bidder/Receiving Party is *inter alia* engaged for **SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G (SINGLE SIM BASED) OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS** or **Five Years vide "RFP Ref No: PBGB/HO/DIT/1561 /2023-24 Date 30/09/2023."** The Bidder/Receiving Party would be the single point of contact for this project.

WHEREAS Bank/Disclosing Party is *inter alia* engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G (SINGLE SIM BASED) OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS.

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information: "**Confidential Information**" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2. Use of Confidential Information: The Bidder/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions: Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

- (a) restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and
- (b) advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.
- (c) use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions: The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

- (a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;
- (b) is or becomes publicly known through no unauthorized act of the Receiving Party;
- (c) is rightfully received from a third Party without restriction and without breach of this Agreement;
- (d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;
- (e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;
- (f) is approved for release by written authorization of the Disclosing Party; or
- (g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first

have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5. Return of Confidential Information: All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information: The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted: Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8. Breach: In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief

(a) Arbitration: *The Parties shall endeavour to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.*

(b) Equitable Remedies: The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and

the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

10. Term: This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

11. No Formal Business Obligations: This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions

(a) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability: If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assign: This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings: All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement: This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any

amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

(g) Two original sets of Non Disclosure Agreement are executed and retained by either parties, Bank and _____ (*the selected bidder*)

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of

.....

Signature: _____
Name: _____
Designation: _____
Date: _____

For and on behalf of

.....

(The selected bidder)

Signature: _____
Name: _____
Designation: _____
Date: _____

Undertaking for Price Validity & Acceptance of all terms & conditions of RFP

**To
The General Manager- DIT
Paschim Banga Gramin Bank,
Head Office, Howrah**

Dear Sir,

**Sub: RFP for Supply, Commissioning, Maintenance & Management of MPLS Link
On Wired/RF OR 4G/5G (Single SIM Based)**

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

**To
The General Manager- DIT
Paschim Banga Gramin Bank,
Head Office, Howrah**

Sir,

Reg.: **RFP for Supply, Commissioning, Maintenance & Management of MPLS Link On Wired/RF OR
4G/5G (Single SIM Based)**

We submit our Bid Document herewith.

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:

Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net-worth etc.)

	2019-20	2020-21	2021-22
Turnover			
Profit / Loss			
Net worth			

Place:

AUTHORISED SIGNATORY

Date:

Name:

Designation:

Restriction on Procurement due to National Security

This Certificate should be submitted on the letterhead of the bidder duly signed by an authorized signatory

**To,
The General Manager- DIT
Paschim Banga Gramin Bank,
Head Office, Howrah**

Dear Sir,

Sub: _SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS or Five Years vide “RFP Ref No: PBGB/HO/DIT/1561 /2023-24 Date 30/09/2023.”

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

Authorised Signatory,

Name:

Designation:

Vendors Corporate Name:

Address:

Email:

Contact No.

Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS** or **Five Years vide “RFP Ref No: PBGB/HO/DIT/1561 /2023-24 Date 30/09/2023.”** in response to the RFP by PBGB, including signing and submission of all the documents and providing information/responses to PBGB in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Signature of Attorney

Dated this _____ day of _____ 2023

For _____

Accepted

(Signature)

(Name Designation)

Date:

(TO BE PROVIDED ON Rs.100/- STAMP PAPER)
Self-Certificate for Local Content

Date: __/__/____

I.....S/o, D/o, W/o.....resident of.....do hereby solemnly affirm and declare as under:

- 1) That I will agree to abide by the terms and conditions mentioned in the tender specification issued vide ref. no.....dated.....
- 2) That the information furnished hereinafter is correct to the best of my knowledge and belief and that I undertake to produce the relevant records before to any authority nominated by Bank for the purpose of assessing the Local Content.
- 3) That the Local Content for all inputs which constitute the Goods (mention the procurement) has been verified by me and that I am responsible for the correctness and accuracy of the claims made therein.
- 4) That in the event of the Local Content mentioned herein is found to be incorrect and not meeting the prescribed norms of Local Content, based on the assessment of an authority so nominated by Bank and that I will be liable as under Clause 9(f) of Public Procurement (Preference to Make in India) Order 2017, as amended.
- 5) That I agree to maintain all the information regarding my claim for Local Content in our records and that I shall make the requisite information available to Bank as and when required.
- 6) That *I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that the Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', I am eligible for Purchase Preference under 'Make in India' Policy vide Government of India Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

That *I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

- 7) That I submit as under:

Name & Details of the Local Supplier (Regd. Office, Manufacturing Unit, Location, Nature of legal entity)	
Date on which this Certificate was issued	
Product for which the Certificate is issued	

Procuring Agency to whom the Certificate is furnished	
Percentage of Local Content claimed	
Name & details of the unit of the Manufacturer	
Sale Price of the Product	
Ex-Factory Price of the Product	
Freight, Insurance and handling	
Total bill of Material	
List & Total cost value of inputs used manufacture of the proposed Goods	
List & Total cost value of inputs which are locally sourced (Attach Certificates of Local Content from Local Suppliers, if the input is not in-house)	
List and cost of inputs which are imported (directly or indirectly)	
Any other information	

8) That the details of the location(s) at which the local value addition made is/are as under:

Sl. No.	Product Details	Name of Place

For & on behalf of

Signature of the Authorised Signatory of the Bidder (insert name, designation & contact number)

Official Seal of the Bidder

Date:

*** Strike out whichever is not applicable**

Escalation Matrix & Support Centers

Ref: Your REQUEST FOR PROPOSAL (RFP) FOR **SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS** or Five Years vide "RFP Ref No: **PBGB/HO/DIT/1561 /2023-24 Date 30/09/2023.**"

Name of the Company :

Delivery Related Issues :

SL	Name	Designation	Full Office Address	Phone No	Mobile No	Email Address
1		First Level				
2		Second Level				
3		Regional/Zonal Head				
4		Country Head				

Service Related Issues :

SL	Name	Designation	Full Office Address	Phone No	Mobile No	Email Address
1		First Level				
2		Second Level				
3		Regional/Zonal Head				
4		Country Head				

Support at each locations / Offices

Sl no.	Regional Office	Owned / Franchise	Phone / Mobile / Fax No and E-mail with communication address	No of Technical staff with Name	Status of Office Working Days & hours
1	Howrah				
2	Hooghly				
3	Burdwan				
4	Birbhum				

COMPLIANCE CHART

SELECTION OF VENDOR FOR SUPPLY, COMMISSIONING, MAINTENANCE & MANAGEMENT OF MPLS LINK ON WIRED OR 4G/5G OR RF MEDIA IN BRANCHES & OFFICES FOR FIVE YEARS or Five Years vide “RFP Ref No: PBGB/HO/DIT/ 1561/2023-24 Date 30/09/2023.”

Sl. No.	Particulars	Compliance Status (Yes / No)	Page No. Of the bid document
1.	Are Technical & Commercial bid submitted separately?		
2	Is the Technical bid made in conformity with technical bid template as per Annexure AB?		
3.	Is the Commercial bid made in conformity with Commercial template as Annexure E?		
4.	Are the Technical & Commercial Bids organized properly?		
5.	Are all the pages numbered properly and signed and stamped?		
6	Is Earnest Money Deposit submitted?		
7	Duly signed relevant Annexures are enclosed		
8.	Is the softcopies of the response of Technical, Functional and Commercial RFP submitted in separate?		
9.	Are document in support of all eligibility criteria submitted?		
10.	Are your solution complied with all Scope of work.		
11.	Is the Manufacturer Authorization Form submitted?		
12.	Audited Balance Sheet and Profit & Loss Account documents for the last 3 years		
13.	Power of Attorney/Authority letter issued by the competent authority for signing the Bid document on behalf of the company.		
14	Whether duly signed & stamped Integrity pact submitted		

For.....

(Signature and seal of authorized person)

Place: Date:

Summary of link feasibility report

MPLS links _Wire or 4G/5G or RF						
SN	Bandwidth	No. of Sites	Nos. of link feasible in Wire	Nos. of link feasible in 4G/5G	Nos. of link feasible in Wireless (RF)	Total Link feasible
	2 Mbps					
Total Link feasible in all category						

Undertaking for No Deviation

**To,
The General Manager- DIT
Paschim Banga Gramin Bank,
Head Office, Howrah**

Dear Sir,

**Sub: RFP for Supply, Commissioning, Maintenance & Management of MPLS Link
On Wired/RF /4G OR 5G (Single SIM Based)**

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

ELIGIBILITY COMPLIANCE

Sl. No.	Criteria	Proof of documents to be submitted	Compliance (Yes/ No)
1.	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter or Companies registered as MSME Entrepreneur & still categorized as MSME for the last 3 years as on RFP issuance date.</p> <p>Bidder / Partner/ Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p>	<p>1) Certificate of Incorporation issued by Registrar of Companies along with</p> <p>2) Copies of Memorandum of Association</p> <p>3) Copies of Articles of Association</p> <p>4) Shareholding pattern</p> <p>5) PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p> <p>6) Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p>	
2.	The bidder should have had an annual turnover of more than Rs. 100 Crores during each of the last three financial years as evidenced by the audited accounts of the company / division.	Copy of the audited Balance Sheets for the preceding three years (i.e. 2019-20, 2020-21 and 2021-22).	
3.	The bidder should have made operating profit last three financial years (i.e. 2019-20, 2020-21 and 2021-22).	Copy of the audited Balance Sheets for the preceding three years (i.e. 2019-20, 2020-21 and 2021-22).	
4.	<p>The bidder should be a Telecom Service Provider and should have a valid DoT, Indian Government License to provide National Long Distance services in India.</p> <p>Incase bidder is proposing 4G/ 5G mobile based MPLS link, the bidder should also have valid NLD license to operate 4G/5G based MPLS network in India.</p> <p>The validity of the license should be more than five years from the date of this RFP. In case the bidder has license where validity is less than 5</p>	Copies of the licenses to be provided along with self-attestation by the authorized signatory with company seal. In case the bidder has license where validity is less than 5 years, a declaration should be submitted by the bidder regarding obtaining renewal/fresh license.	

	years, a declaration should be submitted by the bidder regarding obtaining renewal/fresh license.		
5.	The bidder should have commissioned and running at least 300 MPLS links over proposed media (wired or 4G/5G or RF) as last mile in a Public / Private Sector Bank/ Regional Rural Bank / Government Organization within India as on RFP submission date.	Purchase order and execution certificate from existing customer(s).	
6.	The bidder should have an experience of minimum 3 years in providing MPLS link only in proposed media in India.	Declaration by the bidder that they have the required experience.	
7.	The Bidder should have their own & independent full-fledged "Network Management Centre (NOC/NMC)", round the clock (24x7) manned by skilled & technical manpower, for efficient central & remote monitoring, configuration, diagnosis troubleshooting and performance management of backbone network and last mile network of customers.	Necessary details such as location details, Technology used & resources deployed etc. to be submitted.	
8.	The Bidder should have preferably service support center in West Bengal and Undertake to provide seamless service to branches from the service support centers.	List of Support Service Centre with Address & contact details, Manpower Strength, Value of Stocks of Spares, Model and type of WAN devices serviced etc. should be specified in Annexure – W .	
9.	Bidder should not have been debarred/black-listed for corrupt and fraudulent practices by any Bank / Govt. / Govt. agency/PSUs Bank(s)/Financial Institutions in India in the past as on RFP submission date.	An undertaking to this effect must be submitted on company letter head duly signed & stamp. Please refer as per the format of Annexure – "J" .	
10.	The bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against selected bidder by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the bidder's company to that effect should be submitted.	