



**REQUEST FOR PROPOSAL
FOR PROCUREMENT, INSTALLATION AND
COMMISSIONING OF CRITICAL LINKS AT
CENTRAL LOCATIONS**

Ref: BOI/HO/IT/Critical-Links/RFP-01/2024

Dated: 18.01.2024

BANK OF INDIA, HEAD OFFICE
INFORMATION TECHNOLOGY DEPARTMENT

Bank of India, a body corporate, established under the Banking companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at Bank of India, Star House, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, India intends to invite sealed bids to procure, install and commission critical links at central locations. The detailed scope is mentioned in related clauses of RFP.

- 1) The Bank intends to procure connectivity as per **Business requirement (Clause 3.1)** for a period of 5 years.
- 2) The interested Bidders may collect this RFP from the Information Technology Department, Head Office after depositing a non-refundable Demand Draft / Pay Order for ₹50,000/- (Rupees Fifty Thousand Only) favoring Bank of India. The RFP/bidding document /pre bid clarifications can also be downloaded from the Bank's website <http://www.Bankofindia.co.in> under Tenders section. However, the Bidder shall have to submit a Demand Draft/ Pay order as above along with the bid. Bids without the cost of bid are liable for rejection. The Bidder may also deposit the cost of bid ₹50,000/- (Rupees Fifty Thousand Only) by way of NEFT/RTGS in the following Bank account

Account No-01220SUNCR822
Name of the Bank-Bank of India
Branch-Bandra Kurla Complex
IFSC Code-BKID0000122
Title of the account-Collection Account for Estate
- 3) After depositing the cost of bid prospective Bidders are required to send an email (Format 5.15) in this regard to below email ids stating the transaction details viz. Amount, Date of transfer, UTR No, Bank, Sender's name, RFP Ref etc. latest by **08.02.2024 15:00 hours**.

Email –
HeadOffice.IT@Bankofindia.co.in
Harsh.Saxena@Bankofindia.co.in
Abhisek.Kumar@Bankofindia.co.in
Chandrakant.Raundal@bankofindia.co.in
- 4) MSE Bidders are exempted from depositing the bid amount of ₹50,000/- subject to the submission of valid and authorized copy of registration certificate and exemption certificate (if applicable) from relevant authorities they are registered with. The MSE registration certificate submitted must be valid as on bid submission date. As per extent guidelines, the purchase preference to MSE is not applicable for works contracts where supply of goods not produced by MSEs is involved.
- 5) No Consortium Bidders are allowed to participate in this RFP Process.

- 6) The Earnest Money Deposit (EMD) for the bid is of Rs.7,00,000/- (Rs. Seven Lakhs Only) by way of Bank Guarantee or account payee Demand Draft /Pay Orders from any of the scheduled commercial banks (other than Bank of India) in an acceptable form favoring “Bank of India – EMD for RFP for **Procurement, Installation and Commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**”, payable at Mumbai. In case bidder is submitting Demand Draft/Pay Order, bidder shall submit the same in sealed envelope mentioning Bank of India – EMD for RFP for **Procurement, Installation and Commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**. In case, there is space constraint of Demand Draft/Pay Order, please mention “**Bank of India – EMD for BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**” on the top of the Demand Draft/Pay Order. No interest shall be allowed on the Earnest Money. Bids without Earnest Money are liable for rejection. The MSE bidders alone are exempted from submitting the Earnest Money Deposit subject to the submission of valid and authorized copy of registration certificate and exemption certificate (if applicable) from relevant authorities they are registered with. The MSE registration certificate submitted must be valid as on bid submission date. Bid Security Declaration as per Format 5.4 is also to be submitted along with EMD/Bid Security by bidder.
- 7) Only upon verification of the **Bid Security** by the Bank, Bidder will be considered as authorized to participate in the bid. In case of failure to submit the Bid Security for any reason before the prescribed date and time, the Bidder will be disqualified from the bidding process and the bid submitted by such Bidder will be rejected at initial stage itself.
- 8) The EMD (Bid Security) (by way of Bank Guarantee or account payee Demand Draft /Pay Orders) and cost of bid (in form of DD/PO or NEFT/RTGS with proof) is to be submitted in a separate envelope.
- 9) In this RFP, a two-envelope bidding Procedure (Technical Bid and Price Bid) in separate envelope each will be adopted. The technically complete and commercially competitive bids shall be submitted in two parts viz. **Technical Bid – Part I and Price Bid – Part II in separate sealed cover.**
- 10) The Bids should be delivered to the address mentioned below with acknowledgement due so as to reach before **15.00 hours on or before 08.02.2024**. If the last day of submission of bid is declared holiday under Negotiable Instruments Act by the Government subsequent to the issuance of RFP, the next working day will be deemed to be the last date of submission of the Bid. The bids, which are received after the above mentioned date and time, are liable to be rejected at the discretion of the Bank.
- 11) The Bank shall not be liable for non-delivery of documents due to Postal/Courier delay or loss of documents in transit etc, if any, in submitting the Bid. The Qualifying & Technical Bid shall be opened in the presence of **Bidders on 08.02.2024 at 16:00 hrs** in the below mentioned Premises. The Bidder’s

representative may be present during the Technical Bid opening at our office well in time along with the authorization letter from the Bidder's company.

12) The important dates / schedules for the above RFP shall be as following:

Date and Time of commencement of inspection / Sale of Bid Document	18.01.2024
Pre bid meeting	24.01.2024 15:00 Hrs Venue: Bank of India Building Plot No 11, Sector 11 CBD Belapur, Navi Mumbai Bank may also allow to connect to Pre bid meeting through available online conferencing solution at its discretion. Interested Bidders can send e-mail communication by 23.01.2024 11:00 AM on below mentioned e-mail IDs to share the link of online pre bid meeting. In e-Mail communication, Bidder should mention the details of officials who will be participating in the pre bid meeting. No separate notice/communication shall be published/sent by Bank in this regard. HeadOffice.IT@Bankofindia.co.in Harsh.Saxena@Bankofindia.co.in Abhisek.Kumar@Bankofindia.co.in Chandrakant.Raundal@bankofindia.co.in
Last Date and Time for Receipt of Bids at Bank of India (Address as given below)	08.02.2024 15.00 hrs
Date and Time of opening of Technical Bids	08.02.2024 16.00 hrs
Date and Time of opening of Price Bids	Will be informed subsequently to Bidders qualifying the Technical Bid
Address for Communication and submission of bid.	The General Manager, Bank of India Star House-3, PNB-BOI Tower C-29, G Block, IT Department, 10 th Floor, BKC, Bandra East Mumbai 400051 Telephone: 022- 6917-9300
Bid document Availability	Bidding Document to be downloaded from the Tender section of our Bank's web-site www.Bankofindia.com

13) For any technical clarification, the contact persons are 1. Shri Harsh Saxena, Chief Manager email-Harsh.Saxena@Bankofindia.co.in, Ph. No- 022-6744-7224, 2. Shri Abhisek Kumar, Manager email-Abhisek.Kumar @bankofindia.co.in, Ph No-022-6128-9497, 3. Shri Chandrakant Raundal, Manager, email-Chandrakant.Raundal@bankofindia.co.in, Ph No-022-6744-7010.

(Lakshminarasimhan K.R.)
Deputy General Manager

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Disclaimer

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

This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process. This RFP document is intended solely for the information of the party to whom it is issued (“the **Bidder**” or “the **Supplier**”). The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. BOI 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. BOI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The RFP document contains statements derived from information that is believed to be true and 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 directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document

Confidentiality of RFP

This RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Bidders to any other person. The RFP document is provided to the Bidder on the basis of the undertaking of confidentiality given by the Bidder to Bank. Bank may update or revise the RFP document or any part of it. The Bidders accepts that any such revised or amended document will be subject to the same confidentiality undertaking. The Bidders will not disclose or discuss the contents of this 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 or suppliers without the prior written consent of Bank. The Confidentiality obligation of the Bidder shall be perpetual

Bidder Obligation to Inform Itself

The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

Evaluation of Offers

Each Bidder acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Bidder. The Bidder unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

Errors and Omissions

Each Bidder should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

Acceptance of Terms

A Bidder will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

Costs Borne by Respondent

All costs and expenses incurred by Bidders 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 Bidder

Independent External Monitors (IEM)

Bank of India has empanelled Independent External Monitors (IEMs) for implementation of Integrity Pact (IP) in respect of procurements as per directives received from the Central Vigilance Commission (CVC).

The details are as under:-

1	2
Shri P.K. Dash IAS(Retd.) H 83, Bagh Mugaliya Extension, Near Laharpur Dam, Bhopal-462043 Email- pkdash81@gmail.com	Shri Salil Kumar Jha, Ex-MD HAL C 300, SKS Flats, Sheikh Sarai, Phase-1, New Delhi – 110017, E-mail: skjha_lck@rediffmail.com

Integrity Pact

Venders/Bidders/sellers, only those 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 not accompanied with signed IP by the Bidders along with the technical bid, the offers shall be summarily rejected.

Integrity Pact 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 Integrity Pact is provided as Format 5.12 for strict compliance.

**3 INSTRUCTIONS FOR BIDDERS (IFB)
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Part A. INTRODUCTION

Bank of India, a body corporate, established under the Banking companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at Bank of India, Star House-2, C-4, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, India, hereinafter called "**the Bank**", which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, intends to issue this bid document, hereinafter called **Request For Proposal** or **RFP**, to the vendors, to participate in the competitive bidding for a Total solution for the Procurement, Installation and Commissioning of Critical links at central locations. A Bidder submitting the proposal in response to this **RFP for Procurement, Installation and Commissioning of Critical Links at Central Locations** shall hereinafter be referred to as **Bidder**.

3.1 Business Requirement:

It is required that the proposed links should be reliable having high uptime along with low latency, minimal packet loss and low jitters as per the details mentioned in the RFP. The link should have **proactive monitoring and management for strict compliance with SLA. CPE shall be provided and managed by Bank/Bank's SI (Service Integrator). Bidder shall provide required IPs for configuration and other related infrastructure to make the solution workable.**

S. N.	Location	No. of Links	Bandwidth	Link Type	Acceptable Latency	Remarks
1.	Bank's DC (CBD Belapur) to NR (MDI, CBD Belapur)	1	1 Gbps (Network)	Point to Point	<2 ms	M/s BSNL cannot bid for this link as Primary Link is provided by them
2.	Bank's DC to NR (MDI, CBD Belapur)	1	5 Gbps (Storage)	Point to Point	<2 ms	M/s BSNL cannot bid for this link as Primary Link is provided by them
3.	Bank's NR (MDI, CBD Belapur) to DR (Bengaluru)	2	1 Gbps	Point to Point	<40 ms	NA
4.	Bank's DC	2	155 Mbps	MPLS	<10 ms	NA
5.	Bank's DR	2	155 Mbps	MPLS	<10 ms	NA
6.	FIS DC	2	155 Mbps	MPLS	<10 ms	NA
7.	FIS DR	2	155 Mbps	MPLS	<10 ms	NA
8.	Bank's new DC (Mahape)	2	155 Mbps	MPLS	<10 ms	NA
9.	Bank's new DR (Yotta)	2	155 Mbps	MPLS	<10 ms	NA
10.	ATOS Mumbai	2	6 Mbps	MPLS	<10 ms	NA

NOTE: All the MPLS links mentioned above should be provided by the Bidder/(s) in same VRF.

For links which are required in redundant setup, Bank will be procuring one link from L1 bidder and redundant link from L2 Bidder subject to L2 bidder matching L1 price in all respects. In case, L2 bidder is unable to match the same, same offer shall be extended to L3, L4 bidder and so on.

3.2 Broad Scope of Work:

3.2.1 Common scope for all required links:

- a) Connectivity has to be with pure 1:1 contention ratio.
- b) Network Latency / Response time is defined as the amount of time it takes 32 bytes of data to complete one round trip between the originating and destination CE router (including Local Loop access). Latency is measured in milliseconds and should be at par of Industry standard.
- c) The Bidder shall study and understand the existing setup at Central location at CBD Belapur, Bengaluru site, MDI-CBD Belapur and FIS Central locations at Mumbai and Bengaluru and shall develop a project implementation plan indicating milestones and deliverables to Bank. The Bidder shall ensure that integration should be seamless and within stipulated timelines.
- d) The Bidder shall be responsible for liaison with government agencies or other departments to provide any licenses, approvals, permissions for digging etc. that may be required for commissioning of links (if required). All the cabling (including cross-connect) should be done by the Bidder without any extra cost to the Bank. It's the Bidder responsibility to drill a hole to take the cable inside the Bank's premises as mentioned in this RFP, if required.
- e) A helpdesk facility should be available 24*7*365. Taking into consideration the criticality of the link uptime, provision to log a complaint through multiple mediums viz. Bidder's online portal, e-mail or bidder provided contact number is required.
- f) Log book shall be maintained by the Bidder for each of the location for recording details such as date and time of failure, nature of failure, and time of reporting, time of restoration.
- g) The Bidder should give access via internet to down-call reports of all incidents on its portal. The period could be selectable and should be providing in terms of hours, days, weeks, months and to a quarter. The Bidder should ensure that the data for at least six months is available on its portal for the parameters mentioned above and tickets with all attributes shall be shared with Bank on monthly basis. The Bidder should maintain the history of tickets with all attributes for entire contract period.

- h) Bank will use these links for the Mission Critical Purposes so Bidder shall make all the arrangement to achieve near zero ping/packet drops in the link.
- i) The Bidder should be able to route the IP address from the IP schema of the Bank Network between two locations and also have to integrate with existing IP sec encryption as per Bank's requirement.
- j) Any cabling /cross connect /SFP required for making solution workable is to be arranged by the Bidder without any extra cost to the Bank.
- k) Bidder shall ensure that the proposed complete solution in response of this RFP shall be compatible with existing setup at Bank of India (at hardware level and software level). Bidder shall be responsible to carry out all required changes/ configurations as per requirement of the Bank to make the solution workable at no extra cost to Bank.
- l) If the Bidder is already having onsite resources at Bank of India under different projects, the support of existing onsite team be extended for monitoring/management of the link under this RFP.
- m) The Bidder shall provide all other required equipment's and services, whether or not explicitly mentioned in this RFP to ensure the intent of specification, completeness, operability, maintainability of the network.
- n) If the Bidder is already having portal for proactive monitoring of Bank of India deliverables/ links, the integration of links under this RFP may be done by the same portal with alert mechanism.
- o) The Bank and the selected Bidder both shall nominate a Project Manager immediately on acceptance of the order, who shall be the single point of contact for the project at Mumbai and other locations. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the Bidder should have prior experience in implementing similar project.
- p) The overall requirement (i.e. links and related services) can be used interchangeably among domestic segment and/or any other sister concern/subsidiary on discretion of Bank. Bidder should ensure during the validity of contract any fluctuation in foreign currency will not be borne by the Bank and the agreed commercial will be valid till the expiry of contract period. The Bank reserves the right to place the minimum number of orders or no order as per the Bank business requirement.

3.2.2 Point to Point Links:

- a) The Bidder need to provide Point to Point (on L1 Media) and shall be responsible for maintaining the complete solution i.e. the circuit & terminating equipment provided from A End to B End (till CPE) on 24x7x365 basis. Call booking shall be the responsibility of the Bidder for the provisioned links once

Bank or Bank assigned SI provides intimation to Bidder via call or E-Mail. However, Bidder need to proactively monitor their Infra network and lodge calls automatically when outage is observed in their network which may impact Point to Point link. The docket number generated for this call should be sent via e-mail and SMS (containing Link Name, Circuit ID and docket number) to the Bank or Bank designated official/team/Network Integrator by the successful Bidder. Authorized Email address and contact no. will be given to the successful Bidder.

- b) Point to Point connectivity must support LACP protocol or other link aggregation mechanisms so that Bank should be able to form Port channel or vPC link with two or more Point to Point links for active-active working along with load sharing.
- c) Point to Point connectivity should support MACsec protocol.
- d) For links required under redundant setup for each link type, primary link at central locations shall be from one vendor and secondary link shall be from another vendor as per RFP process.

3.2.3 MPLS links:

- a) The bidder shall ensure the required bandwidth availability all the time. Suitable reports for the bandwidth monitoring should be given to the Bank on monthly basis to enable us to assess the bandwidth requirement. Bidder should have the mechanism to provide the utilization as and when asked by the Bank. Bidder has also to ensure that link utilization is available from the date of commissioning the link.
- b) The Bidder will be responsible for maintaining and monitoring the complete solution i.e. the circuit & terminating equipment provided from A End to B End on 24x7x365 basis. The link provisioned should be a managed link wherein call booking will be responsibility of the Bidder. The docket number generated for this call should be automatic as an event occurred on the link and an e-mail and SMS has to be sent to Bank by the successful Bidder. Authorized Email address and contact no. will be given to the successful Bidder. The downtime will be logged the moment the link goes down. The Bidder is to provision additional infrastructure (equipment and / or link) if required to ensure that the management & proactive management of the link is complied with as specified in the RFP.
- c) For links required under redundant setup for each link type, primary link at central locations shall be from one vendor and secondary link shall be from another vendor as per RFP process.

3.3 Eligibility Criteria for all Links

Bidder shall submit the eligibility criteria as per format 5.14 annexed with this document.

3.4 Cost of Bidding

3.4.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

Part B. BIDDING DOCUMENTS

3.5 Content of Bidding Documents

- i. The products required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. The Bidding Documents include:
 - (a) PART 1 - Disclaimer
 - (b) PART 2 - Instruction for Bidders (IFB)
 - (c) PART 3 - Terms and Conditions of Contract (TCC)
 - (d) PART 4 - Bid Forms, Price Schedules and other forms (BF)
- ii. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

3.6 Clarification of Bidding Documents

- i. Pre-bid meeting is scheduled on **24.01.2024 at 3.00 pm** at the location mentioned in RFP. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website. Maximum two representatives per bidder will be allowed to attend the pre-bid meeting.
- ii. The Bidder requiring any clarification of the Bidding Document may notify the Bank in writing or by Fax at the address / fax number / e-mail indicated in Invitation to Bid at least by 11 AM one day before the Pre-bid meeting.

3.7 Amendment of Bidding Documents

- i. At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- ii. All prospective Bidders that have received the Bidding Document will be notified of the amendment in writing or fax or E-mail or displayed on Bank's website and will be binding on them.
- iii. In order to allow prospective Bidders, reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion,

may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

Part C. PREPARATION OF BIDS

3.8 Language of Bid

- i. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

3.9 Format and Signing of Bid:

Each bid shall be in two parts **Part I- Technical Proposal and Part II- Price Proposal with naming as per Clause 3.18.**

- i. The two parts should be in two separate covers, each super-scribed with the name of the Project “**RFP for Procurement, Installation and Commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**” as well as “Technical Proposal” and “Price Proposal” as the case may be.
- ii. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- iii. Any inter-lineations, erasures or overwriting shall be valid **only** if they are initialed by the person signing the Bids. The Bank reserves the right to reject bids not confirming to above.

3.10 Documents Comprising the Bid

- i. **Documents comprising the Technical Bid Envelope, should contain the following:**
 - a. Bid Form as per Format 5.1.1 completed in accordance with the clauses in the BID and duly signed by the Bidder.
 - b. Conformity to Eligibility Criteria as per format 5.14 and other relevant clauses.
 - c. Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform as per Scope of Work defined in the RFP.
 - d. A full description of the Technical solution which must provide an acceptable solution.
 - e. Details of Project handled / Referral letters.
 - f. A non-disclosure agreement as per Format 5.2
 - g. EMD or Bid Security as per Format 5.4
 - h. Organizational Profile as per Format 5.8

- i. Service Support Details form as per Format 5.9
- j. Unconditional acceptance of the terms & conditions of the RFP as per Format 5.10
- k. Manufacturer's / Producers' authorization form as per Format 5.11 (wherever applicable)
- l. Bid cost of ₹50,000/- (Rupees Fifty Thousand only) with exception of MSE bidders subject to submission of valid copy of registration certificate issued by relevant authorities, which are valid on last date of submission of the tender documents has to be submitted.
- m. Bidders undertaking for support services as per format 5.9
- q. And all relevant annexures/undertaking/formats mentioned/asked in the various clauses of RFP

While submitting the Bid, forms like those of Bid Security, MAF as mentioned above, etc. should form the main section and should be submitted in one lot, separate from the section containing literature on the proposed solution and annual accounts.

The Technical Proposal should not contain any price information, such proposal will be rejected.

3.11 Documents comprising Price Proposal Envelope:

- a) A Full Price Schedule of the Solution indicating all the components of the solution and services (Format 5.3) with prices in separate closed sealed cover for each types of links.
- b) The Proposal Form as per Format 5.1.2 as furnished in the Bidding documents duly signed by the Bidder and completed.
- c) Price bids containing any deviations or similar clauses may be summarily rejected.

3.12 Bid Prices

The detail Bid price indicated in Price schedule should be separately quoted.

- i. The prices indicated in the Price Schedule shall be entered in the following manner:-
 - a) The total price quoted shall be exclusive of Goods and Services Tax (GST) as per Govt. of India norms and inclusive of all other duties, levies, charges etc. as also cost of incidental services such as transportation, insurance etc.
 - b) The cost of installation (including OTC) and maintenance of links for a period of 5 years as per Format 5.3.

- c) Price quoted in the Price Schedule as per Format 5.3, shall be valid for a period of 5 years from the date of award of contract.
- d) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- e) However, during the contract period, if the market price of services has been on the lower side, the Bank may request the vendor to revise the rates with mutual consent.

3.13 Bid Currencies: Bids are to be quoted in Indian Rupees only.

3.14 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

- i. The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the Contract, if its Bid is accepted.
- ii. The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:
 - a) that, in the case of a Bidder offering to supply products and/or Systems under the Contract which the Bidder did not produce, the Bidder has been duly authorized as per authorization format 5.11 given in the bid, by the product's producer to supply the products and/or systems in India.
 - b) that adequate, specialized related software/technical expertise is already available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance till the end of the contract period.

3.15 Documentary Evidence Establishing Eligibility of Products and Conformity to Bid Documents

- i. The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all System and/or services which the Bidder proposes to provide under the Contract.
- ii. The documentary evidence of conformity of System and/or services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:
 - a) a detailed description of the essential technical and performance characteristics of the System.

- b) an item-by-item commentary on the Technical & Functional Specifications given in the Bid, demonstrating substantial responsiveness of the System and/or services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical & Functional Specifications.

3.16 Bid Security

- i. The Bid Security is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- ii. Only upon the verification of the Bid Security by the Bank, Bidder will be considered as authorized to participate in the bid. In case of failure to submit the Bid Security document for any reason before the prescribed date and time, the Bidder will be disqualified from the bidding process and the bid submitted by such Bidder will be rejected at initial stage itself.
- iii. Any Bid not secured, as above, will be rejected by the Bank, as nonresponsive.
- iv. The Bidder may be disqualified from bidding in any contract with the Bank for the period of five years from the date of notification, if they breach any obligation(s) under the bid conditions
- a) if a Bidder withdraws/modifies/amends its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
- b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- c) in the case of a successful Bidder, if the Bidder fails;
- (i) to sign or refuses to execute the Contract; **OR**
- (ii) to furnish Performance Security, as mentioned in Clause 3.32 herein.
- v. The Bid Security of the unsuccessful Bidders becomes invalid, after thirty days after the expiration of the validity of Bid and shall be returned accordingly.
- vi. The Bid Security shall be returned to the successful bidder on his/her submission of Performance Security as defined in clause 3.32 and signing the contract.

3.17 Period of Validity of Bids

- i. Bids shall remain valid for a period of 12 months from the date of opening of the technical Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

- ii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided shall also be suitably extended.
- iii. The Bank shall have the right to place the order to either single or multiple locations, for all locations or new locations which can be spread over the contract period of five years from the date of award of contract. The Bank shall have the right at its absolute discretion to place further orders on the selected Bidder for future requirement on the rates finalized for various items and services during the period of contract such orders, if any, shall be governed by this RFP and agreed terms.

PART D. SUBMISSION OF BIDS

3.18 Sealing and Marking of Bids

- a. The Bidders shall seal the envelopes containing "Technical Bid" and "Price Bid" separately and the envelopes shall be **enclosed and sealed in an outer envelope**. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.
- b. The envelopes for technical and price bids shall be addressed to the Bank at the address given; and
 - i. bear the Project Name

Envelope-1:"Technical Bid- RFP- PROCUREMENT, INSTALLATION AND COMMISSIONING OF CRITICAL LINKS AT CENTRAL LOCATIONS",

Envelope-2-1:" Price Bid- RFP- PROCUREMENT , INSTALLATION AND COMMISSIONING OF CRITICAL LINKS AT CENTRAL LOCATIONS: Part 1: Point to Point Connectivity requirement from Bank's DC (CBD Belapur) to NR (MDI, CBD Belapur) AND from Bank's NR (MDI, CBD Belapur) to Bank's existing DR (Bengaluru)" AND

Envelope-2-2:" Price Bid- RFP- PROCUREMENT , INSTALLATION AND COMMISSIONING OF CRITICAL LINKS AT CENTRAL LOCATIONS: Part 2 : MPLS Connectivity requirement at Bank's DC, DR, New DC, New DR, FIS DC, FIS DR and ATOS Mumbai"

- a) All envelopes should indicate on the cover the name and address of the Bidder.
- ii. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or premature opening.

3.19 Deadline for Submission of Bids

- i. Bids must be received by the Bank at the address specified, no later than the date & time specified in the Invitation to Bid.
- ii. The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.20 Late Bids

- i. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

3.21 Modification and Withdrawal of Bids

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- ii. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.
- iii. No Bid may be modified after the deadline for submission of Bids.
- iv. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

PART E Opening and Evaluation of Bids

3.22 Opening of Bids by the Bank

- i. The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite Bid Security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.
- ii. Bids (and modifications sent) that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidder.

3.23 Clarification of Bids

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

3.24 Preliminary Examination

- i. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- ii. Only those Bidders and Bids who have been found to be in the conformity of the eligibility terms and conditions during the preliminary evaluation, would be taken up by the Bank for further detailed evaluation. Those Bids, which do not qualify the eligibility criteria and all terms during preliminary examination, will not be taken up for further evaluation.
- iii. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, maintenance and Force Majeure will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical & functional parameters including possible visit to inspect live site/s of the Bidder and witness demos of the system and verify functionalities, response times, etc. in which all the travelling/lodging etc. expenses will be borne by the Bidder.
- v. Price schedule/Bill of Materials (with Masked Price Schedule) submitted along with Technical Bid will be first evaluated and if the Bank, during the evaluation, deems it fit, may request Bidder to revise the bill of materials submitted originally in the pricing schedule. If the Bidder does not agree to revise the same within 5 days from the date of notification to revise the price bid submitted, it will be considered non-responsive and accordingly rejected.
- vi. During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.

- vii. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The technical evaluation will take into account the capability of the Bidder to implement the proposed solution.
- viii. Only those Bidders whose Technical bids have been found substantially responsive would be intimated by the Bank about their responsiveness and about the revised/updated Technical & Functional Specification (if any) arising out of normalization (if any). In case of normalization and/or revision, they would also be advised to submit fresh "Price Bid" which should either be equal to or less than the Prices quoted in the Original Price Bid. The original and revised price bids as above would then be opened in the presence of the Bidders' representatives on a specified date and time to be intimated to the respective Bidder. The lower of the two prices quoted by the Bidders shall only be reckoned for the purpose of price evaluation.

3.25 Evaluation and Comparison of Price Bids

- i. Only those Bidders and bids who have been found to be in the conformity of the eligibility terms and conditions during the preliminary evaluation, would be taken up by the Bank for further detailed evaluation. Those bids which do not qualify the eligibility criteria and all terms during preliminary examination, will not be taken up for further evaluation.
- ii. The Bank may use the services of external consultants for Technical / Price Bid evaluation.
- iii. The Bank will evaluate and compare the Price bids, which have been determined to be responsive.
- iv. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- v. L1 will be decided based on the lowest price quoted in format 5.3 (Price Schedule) of RFP, for each part individually.
- vi. The award of contract/purchase order to any Bidder shall be at the discretion of Bank.
- vii. The Bank's evaluation of a Price Bid will take into account, in addition to the Bid price quoted, one or more of the following factors:
 - a) Deviations in payment schedule & Delivery Schedule from that specified;

- b) Deviation in prices quoted;
 - c) Other specific criteria indicated in the Bid and/or in the Technical & Functional Specifications & Price schedule.
- viii. For factors retained in the Bid, one or more of the following quantification methods will be applied:

(a) Payment schedule.

The Clause 4.15 stipulates the payment schedule offered by the Bank.

(b) Delivery Schedule:

The System and/or Services covered under this bid are to be delivered and commissioned within the period of **Eight weeks** from the date of order. No credit will be given to early deliveries. Liquidity Damage for late delivery shall be calculated as Liquidated Damages Clause 4.21 of RFP.

(c) Quotation of Prices for all Items.

The Bidder should quote for complete solution proposed/listed in this Bid. In case, prices are not quoted by any Bidder for any specific service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other or Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidder However, the Bank reserves the right to reject all such incomplete bids.

(d) Shifting of Links:

If the Bank decides to relocate the existing live site, the Bidder has to make arrangement for reinstallation including shifting of links within **six weeks (including feasibility checking)** from the date of shifting letter/ Email intimation from the Bank, failing downtime will be included into SLA after completion of six weeks. The maximum cap of shifting charges will be one month rental of respective link.

(e) Upgradation of link:

After receiving the intimation from Bank by way of letter or e-mail, Bidder has to upgrade the requested link bandwidth. Bandwidth upgradation activity should be completed within **six weeks (including feasibility checking)** from the intimation given by bank.

3.26 Contacting the Bank

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

PART F AWARD OF CONTRACT

3.27 Post-qualification

- i. All the Price bids after their evaluation on the parameters mentioned above would be arranged in ascending order and the contract would be awarded to the Bidder whose bid has been evaluated to be the lowest (**L1**).
- ii. If Lowest (L1) Bidder fails to execute the order or fails to meet the terms and conditions of the RFP, Bank will be free to award the contract to Second Lowest (L2) Bidder on the same terms at which the contract was awarded to Lowest (L1) Bidder and so on.

3.28 Award Criteria

The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid. Bank may place purchase order for any or all links/deliverables to the selected lowest Bidders via RFP process and have full right to scrap RFP either partially or fully as per business requirement.

3.29 Bank's Right to Accept Any Bid and to Reject any or All Bids

- i. The Bank reserves the right to accept or reject any Bid in full, and to annul 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 the Bank's action.
- ii. After identification of L1 Bidder, the Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award to L1.

3.30 Notification of Award

- i. Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by fax, that its Bid has been accepted.
- ii. The notification of award will constitute the formation of the Contract.
- iii. Upon the successful Bidder's furnishing of Performance Security, the Bank will

promptly notify each unsuccessful Bidder and will discharge its Bid security.

3.31 Signing of Contract

- i. At the same time as the Bank notifies the successful Bidder that its' Bid has been accepted, the Bank will send the Bidder the Contract Form as per format 5.5, incorporating all agreements between the parties.
- ii. After the award of the contract to the successful Bidder, contract or agreement has to be signed by the Bidder as per the RFP. The agreement has to be signed by the Bidder within 90 days from the date of award of the contract. Bidder has to prepare the contract or agreement as per the RFP and submit to the Bank for review, Bank will review the contract shared by the successful Bidder by engaging the Bank legal department. Bank has full right to add further standard clauses or details required under this RFP in the contract or agreement for protecting Bank`s interest. After the final review done by Bank`s legal department, successful Bidder has to do the final stamping and printing of the contract with no cost to the Bank and submit the duly signed contract to Bank. Bank will sign the contract or agreement and submit one copy of the contract or agreement to the successful Bidder and keep one copy for their internal record. Bidder should ensure contract or agreement should be completed under the above mentioned stipulated time.
- iii. Bank will process any kind of payment payable towards under this project to successful Bidder after the signing of agreement or contract with the Bank as per RFP and after the submission of Bank guarantee for the whole contractual period.
- iv. **Effective Date and Validity of the Project:** The effective date of start of the contract with the selected Bidder/(s) shall be the date of successful installation and commissioning of first link by the Bidder/(s). The Bandwidth rental charges for a link will be calculated and payable from date of successful commissioning and acceptance of that link under this project. The contract of all links ordered under this RFP to a Bidder shall be deemed to end after 5 years from the date of successful commissioning and acceptance of first link mentioned under this project i.e., the contract for all links shall end synchronously on the same day, accordingly the charges shall be paid on pro-rata basis for bandwidth for all links ordered any time during this contract.

3.32 Performance Security

- i. The Selected Bidder shall furnish an unconditional and irrevocable Bank Guarantee for **5%** of the total value of contract, in favour of the Bank, from a scheduled Commercial Bank, other than Bank of India, towards **performance of the contract** in accordance with the specification and conditions of the bid document and agreed upon on final bid evaluation. The above guarantee shall be submitted by the Bidder within 21 days from the start date of the contract. The Contract Performance guarantee shall be kept valid up to end of the contract period i.e. till 5 years from the start date of the contract. The guarantee shall contain a claim period of six months from the last date of validity.

- ii. The proceeds of the Performance Security shall be payable to the Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- iii. The Performance Security shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a scheduled commercial Bank/ Public/ Private Sector Bank in India (Other than Bank of India), acceptable to the Bank in the format 5.6 provided in the Bid. Bank has full right to add further details in the above mentioned performance security format for protecting the Bank's interest.
- iv. The Performance Security will be discharged by the Bank and returned to the Bidder within 90 days after claim period, following the date of completion of the Bidder's performance and other obligations under the Contract.
- v. In the event of any contract amendment, the Bidder shall furnish the amendment to the Performance security within 21 days after receipt of such amendment, rendering the same valid for the duration of the Contract. In the event of any correction of defects or replacement of defective system during the maintenance period the performance guarantee for a proportionate value shall be extended for a further period of 90 days.
- vi. Failure of the successful Bidder to comply with the requirement of Clause 3.31 or Clause 3.32 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event; the Bank may make the award to the next lowest evaluated Bidder or call for new Bids.

3.33 Empanelment

- i. All bidders qualifying in technical bid evaluation shall be empanelled for future procurement of connectivity (MPLS or Point to Point) for a period of 5 years from the date of bid submission under this RFP process. Any procurement to be done from these empanelled bidders has to be in line to extant procurement guidelines.

**4 TERMS AND CONDITIONS OF CONTRACT (TCC)
TABLE OF CLAUSES**

Clause No.	Topic	Clause No.	Topic
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4.2	Country of Origin / Eligibility of Goods & Services.	4.29	Bidder's Integrity
4.3	Standards	4.30	Bidder's obligations
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4.26	Applicable Law	4.53	Standard Covenants on outsourcing of IT Services
4.27	Addresses for Notices		

4.1 Definitions

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

- i. "The Contract" means the agreement entered into between the Bank and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- ii. "Supplier" is the successful Bidder who has been determined to qualify to perform the contract satisfactorily and whose Bid has been determined to be substantially responsive and is the highest evaluated Bid.
- iii. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- iv. "The Services" means those services ancillary to the installation, commissioning, customization, provision of technical assistance, Maintenance and other such obligations of the Bidder covered under the Contract;
- v. "TCC" means the Terms and Conditions of Contract contained in this section;
- vi. "The Project Site" means the Bank's DC (CBD Belapur), DR (Bengaluru), New DC (Ctrl S, Mahape), New DR (Yotta, Gr. Noida), FIS DC (Mahape) and FIS DR (Bengaluru) locations where the solution is to be supplied, installed and commissioned.
- vii. "Successful Bidder" is the Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest.
- viii. "Taxes" means all present and future taxes including Cess, levies, surcharges, Octroi or withholdings assessed by any Central, State or Local Authority as a result of the provision of the Services by VENDOR to the Bank.
- ix. "Deliverables" means all the goods and services provided/to be provided by the Bidder to the Bank under this Contract which are more particularly stated in this RFP.
- x. "Payments" or "Fees" means all payments to be made by the Bank to the Bidder as per the Payment Terms stated in this Agreement hereto.
- xi. "QoS" means Quality of Service.
- xii. "CPE" means Customer Premises Equipments.
- xiii. "End to End" means CPE to CPE.
- xiv. "GST" means Goods and Services Tax as per Govt. of India norms.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any Clause / Provision of the Bid Document after submission of

the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

4.2 Country of Origin / Eligibility of Goods & Services

- i. All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- ii. For purposes of this clause, “origin” means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4.3 Standards

The Service provided under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Bidders’ country of origin. Such standards shall be the latest issued by the institution concerned.

4.4 Use of Contract Documents and Information

- i. The Bidder shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- ii. The Bidder shall not, without the Bank’s prior written consent, make use of any document or information for purposes of performing the Contract.
- iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Bidders’ performance under the Contract, if so required by the Bank.
- iv. The Bidder shall sign a non-disclosure agreement as per format 5.2.

4.5 Patent Rights

- i. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Services or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the

Bidder shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Bidder of such claim, if it is made, without delay. The Bidder shall indemnify the Bank against all third party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.

4.6 Inspection and Quality Control Tests

- i. The Bank reserves the right to carry out pre-shipment inspection by a team of Bank officials, of any of the existing live installations of the Bidder referred to in the Technical Bid or demand a demonstration of the solution proposed on a representative model in Bidder's office.
- ii. The Bank's right to inspect, test and where necessary reject the services after the installation and commissioning of network after implementation at the destination shall in no way be limited or waived by reason of the services having previously being inspected, tested and passed by the Bank or its representative prior to the installation and commissioning .
- iii. Nothing stated hereinabove shall in any way release the Bidder from any warranty or other obligations under this contract.
- iv. Bank may visit the successful Bidders centralized NOC or HUB or POP or Location where Network equipment's are housed and bidder has to arrange the same.
- v. Inspection and Quality Control tests before evaluation, prior to shipment of Deliverables and at the time of final acceptance are as follows:
 - a. Inspection of Deliverables as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards may be done at factory site of the Bidder before award of the Purchase Contract, by the Bank / Bank's Consultants;
 - b. Provided that the Bank may, at its sole discretion, waive inspection of Deliverables having regard to the value of the order and/or the nature of the Deliverables and/or any other such basis as may be decided at the sole discretion of the Bank.
 - c. The inspection of the Deliverables is to check whether the Deliverables are in conformity with the technical specifications mentioned in the Invitation for Quotation or the Quotation submitted by the Bidder. The Bidder shall dispatch the Deliverables to the ultimate consignee after internal inspection/testing along with the Bidder's inspection report, manufacturer's warranty certificate. The Bank / Bank's Consultants may also carry out pre-dispatch inspection. In such a case, the entire

cost of such inspection, including the boarding, lodging, travelling, incidental expenses of the Bank's representatives and/or Consultants, shall totally be borne by the Bidder, for the complete duration of the inspection. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Bidder;

- d. Also, the Bank shall test the equipment after completion of the installation and commissioning at the site of the installation (for site preparation, the Bidder should furnish all details to the Bank sufficiently in advance so as to get the work completed before receipt of the equipment). Complete hardware and software should be supplied, installed and commissioned properly by the Bidder prior to commencement of performance tests;
 - e. The acceptance test shall be conducted by the Bank / Bank's Consultants or any other person nominated by the Bank, at its option. The acceptance shall involve trouble-free operation for a period to be decided by the Bank, but not exceeding seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to any devices, drivers etc. or bugs in the software should occur. All the software should be complete and no missing modules / sections will be allowed. The Bidder shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the Bank, the successful completion of the test specified.
 - f. Provided that the Bank may, at its discretion, require the Bidder to devise and conduct the acceptance test, at its own cost, in the presence of Bank's representative(s) to establish to the satisfaction of the Bank that the configuration/performance of the Deliverables supplied are in conformity with the specifications laid down in the purchase contract.
 - g. In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks shall be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to get the equipment replaced by the Bidder at no extra cost to the Bank; and
 - h. Successful conduct and conclusion of the acceptance tests for the installed Deliverables and equipment shall also be the sole responsibility and at the cost of the Bidder.
- vi. The inspections and quality control tests may be conducted on the premises of the Bidder, at point of delivery and / or at the Deliverables' final destination. If conducted on the premises of the Bidder, reasonable facilities and assistance, including access to drawings and production data, shall be

furnished to the inspectors, at no charge to the Bank.

- vii. Any inspected or tested Deliverables fail to conform to the Specifications, the Bank may reject the Deliverables and in that event the Bidder shall either replace the rejected Deliverables or make necessary alterations at free of costs to meet the required specifications.
- viii. Nothing stated hereinabove shall in any way release the Bidder from any warranty or other obligations under this Contract.
- ix. The Bidder shall provide complete legal documentation of hardware, all subsystems, operating systems, compiler, system software and the other software. The Bidder shall also provide to the Bank licensed software for all software products, whether developed by it or acquired from others. The Bidder shall indemnify the Bank against the levies/penalties if any on account of any default in this regard.
- x. On successful completion of acceptance test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate signed by the Bidder and the representative of the Bank shall be issued. The date on which such certificate is signed (unless otherwise provided for) shall be deemed to be the date of successful commissioning of the systems.
- xi. The Bank and RBI and any Agencies engaged by the Bank and/or RBI shall be authorized to make inquiries and audit the Bidder's compliance with the provisions of this RFP and the Bidder agrees to provide the Bank with such information and access for audit as requested for by the Bank and / or RBI. At all times the Bank and / or RBI shall have the right to inspect the premises, books and records of the Bidder directly or through its representatives. All Bidder's records with respect to any matters covered by this RFP and / or as may be required by RBI and / or the Bank shall be made available to the Bank or its designees, to audit, examine and make excerpts or transcripts of all relevant data. If the Bank permits the Bidder to outsource any of the activities under this RFP which shall always be in writing, the Bidder shall ensure that necessary agreement is entered into with the Agency engaged for such purpose and such agreement shall also contain necessary mandate by the said outsourced agency inter-alia agreeing for production of documents called for, inspection and audit of their premises and books by RBI and / or the Bank and any Agencies engaged by the Bank and / or by the RBI. Bidder is aware that any failure to permit inspection may result in RBI imposing fine/ penalty and all such amounts shall be paid by the Bidder.

4.7 Deliverables

- i. The site shall be termed as acceptable only if the User acceptance test (UAT) results are found satisfactory and end to end application reachability is established.

- ii. Managing the link during the period of contract and providing multiple mediums as online Portal, e-mail address and toll free number to lodge the call with Bidder regarding the links issues. Details (e.g. call lodged time, call closure time, Reason for Outage etc.) of call lodged should be available on portal for six months period.
- iii. Bidder has to deliver and commission the link up to the Bank CPE at Bank's central locations at CBD Belapur, Bengaluru, Mahape, Gr. Noida and FIS's central locations at Mahape and Bengaluru sites. All required cabling should be done by the selected Bidder only.
- iv. Selected Bidder has to submit a declaration stating that rates offered are valid for a period of 5 years from the date of first purchase order issued by Bank. Bank may use the above mentioned quotes for placing order for delivery of new links till the validity of project.
- v. The Deliverables and Services shall be as per Scope of work Upon the Deliverables and Documentation being submitted (delivered and/or installed) at the Installation Site and having been made ready for Acceptance Testing, the Bidder shall notify the Bank in writing to commence Acceptance Testing of the Deliverables. The Bidder shall provide necessary assistance and support to the Bank for conducting the Acceptance Testing.
- vi. The Acceptance Testing shall be conducted by the Bank's personnel, consultants or any other person nominated by the Bank, for the purposes of ascertaining whether the Deliverables perform in accordance with the Acceptance Criteria set out in this clause. It is clarified that there shall be no additional charges for conducting acceptance tests. The Bidder shall provide a separate testing environment for the acceptance testing.
- vii. The Bank shall not be obliged to accept the Deliverables unless they perform in accordance with the Specifications and meet the acceptance criteria and any other criteria mutually agreed upon. Upon the Bank reporting any deviation in the performance or non-performance, bugs and errors in any of the Deliverables, the Bank shall be entitled to withhold acceptance of such Deliverable until such critical defect has been rectified by the Bidder to conform to the Specifications. Non critical defects that do not affect the Bank's business may be signed-off with remarks / rectification procedures in the acceptance report.
- viii. For qualifying the Acceptance Testing, the Deliverables shall be required to meet the following Acceptance Criteria:
 - (a) The Deliverables shall conform to the Specifications set out in Broad Scope of Work and Section 4 B: Technical and Functional Specifications hereto;
 - (b) The Deliverables shall meet the criteria, functionality and procedures

specified by the Bank under this Agreement.

- ix. The Bidder shall correct, rectify and repair any failure, malfunction, defect, non-conformity, bugs and/or errors, which prevent the Deliverables from performing in accordance with the RFP. The Bidder shall promptly and in any event, within the time-frames set out in the Project Plan/ carry out such correction, rectifications and/or repair to cure such failure, malfunction, defect, non-conformity, bugs and/or errors.
- x. Upon such correction, rectification and/or repair of the Deliverables by the Bidder, the Bank shall re-conduct the Acceptance Testing and shall inform the Bidder of any further deviation and / or defect in performance, failure, malfunction, non-performance or bugs, and the Bidder who shall repair the same.
- xi. Should any inspected or tested Deliverables fail to conform to the specifications, the Bank may reject such Deliverables and the Bidder shall replace the rejected Deliverables with suitable Deliverables to meet specific requirements, at no additional cost to the Bank. Should the Bidder be unable to replace the rejected Deliverables within reasonable time frames, the Bidder shall be considered to be in a material breach of the Bidders obligations under this Agreement. Acceptance Testing shall be complete and the Deliverables shall be accepted by the Bank upon the Deliverables meeting the Acceptance Criteria.
- xii. Upon the Deliverables having successfully satisfied the Acceptance Testing, the Bank shall intimate in writing to the Bidder of the acceptance of the Deliverables. The date of such acceptance letter shall be the Acceptance Date for the purposes of this Agreement.

4.8 Delivery

- i. Before the system is taken over by the Bank, the Bidder shall supply technical / systems Manuals for all the Systems supplied and for all required interfaces. Operation and maintenance Manuals for all the systems and applications covering the operations needed to start, run, other operations, transfer to fall back system / site including business continuity plan to be provided by the Bidder. The manuals shall be in English.
- ii. The Bidder shall provide one set of Design Manual, System Manual, User manual and Security Manual for Point to Point Network establishment. The Bidder shall also provide one soft copy of each of the manuals. Soft and hard Copy Manuals shall commensurate with number of installations of Products in the Bank.
- iii. Documentation should be comprehensive & include:
 - Product Literature.
 - Operating manuals.

- General Specifications.
 - Operator Reference manuals for each operator task.
 - Messages manuals.
 - Documentation on troubleshooting.
- iv. Simultaneously with the submission of the Deliverables for Acceptance Testing, the Bidder shall deliver to the Bank one (1) physical copy and one (1) electronic copy of Bank specific Documentation for each of the Deliverables and online context-sensitive help module included in the Software to enable the Bank's personnel to use and understand the operations of the Deliverables. The Bank may make additional copies of the Bank- specific Documentation for their internal use or may request the Bidder to furnish additional copies at such additional charges as may be mutually agreed between the Parties.
- v. The Bank must reproduce all copyright notices in or on the original Documentation on all permitted copies or adaptations. The Bank may not copy the Documentation onto any public or distributed network. The Documentation is owned and copyrighted by Bidder or by third party suppliers. The Bank's license confers no title or ownership and is not a sale of any rights in the Documentation.
- vi. The Technical Documentation involving detailed instruction for operation and maintenance of the hardware and software is to be delivered. The language of the documentation should be English.
- vii. All related documentations shall be supplied by the selected Bidder in CD and also in printed media at no extra cost. The documentation has to be provided by the Bidder location wise as per the requirement. Training on Network operations (Ex. ticket booking vide call/mail, report generation) and FLM (First Level Maintenance) of the link or equipment's shall be provided to the Bank or Bank designated persons at the time of installation. It should be mentioned specifically in the installation and acceptance certificate given by the Bank. Bidder has also to submit the Project plan after award of the contract. Bidder should annually submit the complete project document covering all details of the sites on yearly basis. After expiry of the contract Bidder has also to submit the complete document of the project covering all details of all orders sites under this project. Bank at its discretion can ask Bidder to provide all kind of details related to project in the document. Bank will give the Project sign-off after the submission of requested document only.

4.9 User Acceptance Testing (UAT) Procedure:

- i. The User acceptance test will be carried out as per Acceptance Test Plan (ATP) against the systems requirements. The system will be considered accepted (installed and commissioned) only after ATP is completed as per the plan and is duly signed/certified by the Bank and the Bidder.

Some of features required to be completed are enumerated below:

- The solution should correspond to what is stated in the purchase order without deviation.
 - The features specified in the Technical & Functional Specifications for implementation should be demonstrated.
 - The final acceptance of the system will be based on successful processing under live demonstration.
 - Acceptance will be after link is commissioned, tested with successful transmission/replication of Data at Application Level/reachability of applications in production environment.
 - Network monitoring tool/portal is provided to Bank as per the RFP specifications (wherever applicable).
 - The contract period will start from the date of signing off of the Acceptance Test.
- ii. On successful completion of installation, commissioning, and acceptability test etc., and after the solution runs successfully after going live and Bank is satisfied with the working on the system, the acceptance certificate (as approved by the Bank) signed by the Bidder and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

4.10 Insurance

The Bidder will be responsible for taking necessary Insurance as required for providing uninterrupted services to the Bank. Bidder should ensure all delivered/unused Infra for providing links at required locations should be insured. Bank is not liable for any kind of loss to Bidder.

4.11 Incidental Services

The incidental services to be provided are as under:-

Maintenance and software updates of the systems installed related to the deliverables under this RFP, Technical support thereof for entire contract period.

4.12 Service level Agreement (SLA) :

a) **Working days:** Seven days a week (Monday to Sunday)

b) **Networking Availability Requirements:** 24 hour

i. **Uptime:**

The percentage uptime shall be calculated on monthly basis as follows:
Availability (in %) = $((A - B) \times 100 / A)$
Whereas A = Total No of Network Uptime hours/month
B = Total Outage hours/month

99.90% on monthly basis, the Bank shall deduct a penalty from the monthly rental payment, which will be @ 1% of cost of monthly rental per link for every 0.02% or part thereof of reduction in the uptime. Dual Last mile may be provisioned by bidder to provide required uptime.

Penalty for downtime during monthly rental calculation shall be capped at 100% of monthly rental cost of defaulted link for the respective month

ii. MTTR (Mean Time to Respond)

Mean Time to Respond should not be more than 60(Sixty) minutes and maximum time for restoration should not exceed 4 hours at any instance including travelling time. In case there are three or more than three instances has been occurred in a month, then additional financial penalty would be applicable to the tune of ₹ 500/- per hour of delay in restoration of the link. This will be in addition to the penalty as per calculation given under Clause 4.12 (i) (Uptime).

The Bidder shall submit the RCA of major incidents (to be raised in the system) within 2 weeks from its occurrence. If Bidder fails to submit the RCA within 2 weeks, the penalty of ₹100/- per day will be deducted from its respective quarterly rental charges.

iii. Latency

Network Latency / Response time is defined as the amount of time it takes 32 bytes of data to complete one round trip between the originating and destination CE router (including Local Loop access). Latency is measured in milliseconds and should not exceed latency specified in scope of Work. (Acceptable latency : i. < 2 ms for Point to Point links between DC, CBD Belapur to NR, CBD Belapur (end to end) ii. <40 ms for Point to Point links between NR, CBD Belapur to DR, Bengaluru (end to end) and iii. < 10 ms for MPLS links between PE and CE.)

4.13 Maintenance Services

- i. The Bidder should have adequate support services at all locations either its own or through its franchisee. List of such support centers with contact persons, telephone numbers and addresses should be enclosed. In addition to the regular support services, the Bidder should provide one contact person either its own employee or through its franchise for each location.
- ii. Bidder has to provide comprehensive maintenance support for the links. Bidder has to advise the medium/portal to Bank for reviewing the link for down-calls, and incidence reported, fault ticket status, fault ticket logging, fault ticket closure etc. The Bidders portal should have facility to provide these reports also in MS-EXCEL format. The Bidder shall provide service support at all ordered locations. The Bidder shall ensure a response and restoration of the connectivity as per below mentioned time-lines:

- iii. Since all these are critical locations and if these locations are isolated in night then also it should be attended immediately (**within 60 minutes**) by the Field engineer and ensure to take all necessary steps for restorations of such critical locations without interruption of functional routines. Bidder has to submit the declaration in writing advising the strength of field engineers along with their hierarchy across the country.
- iv. Bidder should ensure all required configuration and its interface should be provided during the required link integration with these tools to Bank. This integration is to be implemented by the selected Bidder at no extra cost to the Bank.

4.14 Training

The Bidder is required to train the designated Bank's technical and end-user personnel to enable them to effectively operate and perform administration of the link (for example- NMS tool/portal training, ticket booking vide call/mail, report generation).

4.15 Payment

- i. The rental charges are payable on quarterly basis in arrear from the date of installation & acceptance by the Bank for the link ordered, installed and accepted by the Bank. The charges towards all items are payable within 45 days from the date of receipt of correct invoices with all required supporting documents. All invoice raised for rental should carry the site name along with site address. The selected Bidder shall submit invoice and other documents necessary as per the terms duly authenticating on each document, along with the request letter for payment of rental charges. The payment shall be directly credited to the designated account provided by the successful Bidder through electronically after deducting applicable TDS if any. The payment after deducting applicable TDS will be released centrally at the Bank's Head Office. The payments will be released only on acceptance of the order and on signing the agreement/contract by the selected Bidder and also on submission of contract performance guarantee as per Format 5.6. The Bidder shall be responsible for extending the validity date and claim period of all the Bank guarantees as and when it is due on account of incompleteness of work under guarantees. The Bank shall invoke the guarantee before expiry of validity. If the work is not completed and the guarantee is not extended, accordingly.
- ii. The Fees/Charges payable as stated above by the Bank to The Bidder are inclusive of all present and future Taxes, costs and charges including levies, duties, license fees, Octroi or entry-tax road permits etc. Goods and Services Tax (GST) as per Govt. of India norms payable (if any under this contract), shall be payable as extra. Accordingly all Taxes, costs and expenses shall be borne and paid by The Bidder alone and Bank shall not be liable to pay any amounts in this regard. No costs / expenses shall be payable/ reimbursed by

the Bank against conveyance, traveling expenses, boarding, lodging, out of pocket expenses, liaising etc.

- iii. The Fees shall be subject to deduction of penalties if any, levied on The Bidder by the Bank in accordance with the provisions of this Agreement. All payment of Fees shall be made after deduction of the applicable taxes if any and payment shall be made in Indian Rupees only.
- iv. The Bidder shall submit invoice and other documents necessary as per the terms of this agreement duly authenticating on each document, along with the request letter for payment of cost of router. The payment shall be directly credited to the designated account provided by the Bidder through electronically after deducting applicable TDS if any. The payment after deducting applicable TDS will be released centrally at the Bank's Head Office or at such decentralized locations/other offices as the Bank may decide from time to time. The payments shall be released only on acceptance of the order and on signing the agreement/contract by the Bidder and also on submission of contract performance guarantee as specified herein. The Bidder shall be responsible for extending the validity date and claim period of all the Bank guarantees as and when it is due on account of incompleteness of work under guarantees.
- v. Prices payable to the Bidder as stated in herein shall be firm and not subject to upward revision during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc
- vi. Bidder acknowledges that The Bidder has submitted its price quote in response to the RFP and subsequent discussions based on an independent study of all aspects of the Contract and hence under no circumstances shall The Bidder be entitled to any amounts in excess of what has been agreed upon under this Agreement.
- vii. All out of pocket expenses, travelling, boarding, accommodation and lodging expenses which may be incurred by The Bidder and/or its officials in connection with the Contract shall be borne and payable by The Bidder alone and the Bank shall not be bound to make payment of any amounts in this regard to The Bidder.

viii. Payment against Bank Guarantees:

For all the payments to be made against Bank guarantees, the Bank guarantees shall be issued by a Scheduled commercial bank in India (other than Bank of India), acceptable to the Bank .

4.16 Prices

- i. Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of

reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

- ii. The Bidder will pass on to the Bank, the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

4.17 Repeat Orders

- i. Bank reserves the right to place repeat order/s on the Bidder under the same terms and conditions within contract period from the date of acceptance of purchase order by the Bidder.
- ii. The Bidder should note that as bandwidth rates normally come down, hence the rates shall be subject to downward revision based on market movement of bandwidth rates.
- iii. The Bank reserves the right to re-negotiate the price with the Bidder for downward revision of the prices.
- iv. The Bank may place the order for more new links as and when required with in validity of contract period at its discretion. The validity period of link will start from date of its acceptance by the Bank up to the completion of contract period.

4.18 Contract Amendments

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

4.19 Assignments

The Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

4.20 Delays in the Bidder's Performance

- i. Installation, commissioning and maintenance of all links and performance of network shall be made by the Bidder in accordance with the time schedule prescribed by the Bank in Clause 3.25.(viii).
- ii. If at any time during performance of the Contract, the Bidder or its subcontractor(s) should encounter conditions impeding timely installation of the proposed links, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Bidders' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

4.21 Liquidated Damages

- i. If the Bidder fails to install and commission the link as per scheduled times i.e. eight weeks, the Bidder will be liable to pay a sum of 0.5 % of the total order value for five years for the link per week or part thereof. If the delay period is 3 days or more than 3 days, it will be treated as one full week. Maximum Liquidity Damage due to delay will be 10% of total contract price of 05 years of the link. Once the maximum amount is reached Bank shall also be within its right to terminate the contract. This shall be without prejudice to the other right and remedies of the Bank including claiming actual damages from the Vendor. Bank shall also be within its right to deduct the said amounts from the Contract Price.
- ii. If the Bidder fails to upgrade the links after intimation/PO as per timelines under this RFP, the bank shall impose Penalty of Rs.500/-(Rupees Five Hundred only) per day per link. Maximum Liquidity Damage due to delay will be 10% of total contract price of 5 years of the link.
- iii. All the above LDs are independent of each other and are applicable separately and concurrently. However, the maximum cap on the cumulative LD shall be 10% of the total rental charges of respective link for the whole contractual period of 5 years.

4.22 Force Majeure

- i. Notwithstanding the provisions of TCC, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- iii. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. Should either party be prevented from performing any of its responsibilities (as mentioned in the agreement) by reasons caused by an act of God or any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased. If a Force Majeure situation arises, The Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within 10 calendar days. Unless otherwise directed by the Bank in writing,

The Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of 30 days, the Bank shall be within its right to terminate the Contract and the decision of the Bank shall be final and binding on the Bidder in this regard.

4.23 Term, Termination or Exit from the Contract & Compensation

4.23.1. Cancellation of the Contract:

The Bank reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by the Bank by giving the 90 days' notice under any one of the following circumstances:

- i. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- ii. The Bidder goes into liquidation voluntarily or otherwise.
- iii. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- iv. The progress made by the selected Bidder is found to be unsatisfactory.
- v. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- vi. If uptime of link is less than **97.50%** for any 3 months in a year during the contract period.
- vii. In case the selected Bidder fails to deliver the solution as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected Bidder. After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving 90 days' notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, when the contract is cancelled.
- viii. Alternatively at the discretion of the Bank, if the Contract is cancelled during the contract period, the Bidder shall remove all equipment supplied and installed by them without any extra cost to the Bank. The Bank shall not be liable for anything, whatsoever, in this regard. If the Contract is cancelled at any time during the contract period due to unsatisfactory performance, the Bank shall invoke the performance guarantee provided by the Bidder at the time of entering into the contract to the full extent of the performance guarantee provided by the Bidder at the time of entering into this contract

- ix. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and security deposit, if any, under this contract

4.23.2 Events of Termination

- a) The Bidder shall not terminate this Agreement unless there a material breach of obligations under this Agreement by the Bank and such breach is not cured within the said period of 30 days after notice in respect of occurrence of such breach is given to Bank;
- b) Without prejudice to any other remedy for breach of Contract, the Bank may terminate the Contract in whole or in part if The Bidder fails to provide the Deliverables and/or Services to the satisfaction of the Bank.
- c) The Bank may, at any time, terminate the Contract without notice to The Bidder if The Bidder becomes Bankrupt or otherwise insolvent or discontinues its business.
- d) The Bank shall be within its rights to terminate this agreement immediately without notice to The Bidder in the event The Bidder:
- (i) has a winding up proceeding made against it; or if
 - (ii) has a receiver appointed over substantial assets; or if
 - (iii) is or becomes unable to pay its debts as they become due; or if
 - (iv) enters into any arrangement or composition with or for the benefit of its creditors; or if
 - (v) a resolution is passed for its voluntary winding up or dissolution or if it is dissolved or any analogous occurrence under any other jurisdiction.
 - (vi) change its constitution of The Bidder.
 - (vii) Upon receipt of any regulatory or Government Guidelines restraining Bank to procure Deliverables and Services under this agreement.
- e) The Bank may by written notice of 30 days sent to The Bidder, terminate the Contract, in whole or in part, at any time for its convenience. In such an event the notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of The Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

- f) Any termination of this Agreement (howsoever occasioned) shall not affect any rights, obligations or liabilities of Bidder and/or Bank accrued/ accruing before such termination.
- g) Immediately upon termination of this Agreement the Bidder shall upon Bank's request handover Confidential Information of the Bank promptly within 7 days of such request.
- i) **Termination for Insolvency:** The Bank may, at any time, terminate the Contract by giving 30 days' notice to the Supplier if the Supplier becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.
 - ii) **Termination for the convenience of Bank:** The Bank may, at any point during the currency of this contract may terminate the contract by giving 30 days advance notice to the Bidders without assigning whatsoever reason. In this event, termination will be without compensation to the Bidder, 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.
 - iii) **Termination for non-performance and not meeting SLA:** The Bank will review the performance of vendors on quarterly basis and Bank may exit from contract if Bidder will not provide satisfactory services as per SLA and uptime as per the contract. The Bank's decision in this regard will be final. Bank will not bear any compensation for these exits as they are due to non-performance of service provider and for site-wise it will be 30 days advance notice.
 - iv) **Termination for Downward rates:** The Bank may exit from contract, if the rates will be observed down from the existing rates by giving 30 days' notice. Bank may call fresh quotes from the vendors and may award the contract to new selected vendor.
 - v) **Termination for Default:** The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (a) if the Supplier fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;Or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.

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

- vi) Bank shall be within its right to terminate this agreement by giving 30 days' notice to the Vendor in the event of breach or failure of Vendor to perform the contract in terms of the Agreement. Vendor shall have the right to terminate this Agreement by giving 180 days' notice to the Bank in the event of failure of the Bank to make payment of undisputed fees for more than 180 days of demand. However such termination shall not take effect if such undisputed fees is paid during the notice period.

The Bank shall also be within its rights to terminate this agreement immediately without notice to the Company in the event the Company:

- (i) Any application under the Insolvency and Bankruptcy Code, 2016 has been filed against the Company; or
(ii) has a winding up proceeding made against it; or if
(iii) has a receiver appointed over substantial assets; or if
(iv) is or becomes unable to pay its debts as they become due; or if
(v) enters into any arrangement or composition with or for the benefit of its creditors; or if
(vi) a resolution is passed for its voluntary winding up or dissolution or if it is dissolved or any analogous occurrence under any other jurisdiction.
Or if
(vii) Change its constitution of the Vendor Or if
(viii) Upon receipt of any regulatory or Government Guidelines restraining Bank to procure deliverables and Services under this agreement. or if
(ix) the company discontinues its business.

- h) Bank may at any point of time surrender the links as per the requirement by giving 30 days notice. Bank shall not process any payment beyond 30 days from the date of intimation via Letter/email/Surrendering order.

The Bank may, at any point during the currency of this contract may terminate the contract by giving 30 days advance notice to the Vendor without assigning whatsoever reason.

Any mode of termination shall be without any compensation to the Vendor and without prejudice to the Bank's right under law. Termination shall not affect any accrued rights and obligations of the Parties.

4.23.3. Exit from Contract:

The performance of Bidder will be continuously reviewed by the Bank to maintain the terms & conditions as specified in this document. Based on the review, if the selected Bidder fails to satisfy / maintain their commitment with respect to Uptime, Performance, Timely implementation of the project etc. the contract may be terminated by giving 90 days' notice period. Bank's decision in this regard will be final. In case of termination of this contract, the Bank shall have the right to avail services of any other Bidder / agency to continue the project without any let or hindrance from Bidder and the Bidder has to provide necessary help for smooth switch over. Bank will not pay any charges to the Bidder towards packing / forwarding / freight / transit insurance etc., for the equipment at the time of termination/completion of the contract. In addition to the cancellation of purchase order, Bank reserves the right to appropriate the bid security / performance Bank guarantee given by the vendor.

- (a) The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- i. if the Supplier fails to deliver any or all of the Products and Services, within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- OR
- ii. if the Supplier fails, to perform any other obligation(s) under the Contract.
- (b) In the event the Bank terminates the Contract in whole or in part, it may procure, up on such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

4.24 Resolution of Disputes

All disputes or differences between Bank and selected Vendor shall be resolved amicably. If amicable settlement is not possible, then such disputes and differences shall be resolved through a Sole Arbitrator mutually agreed upon between the Vendor and Bank The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Bank and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a sole arbitrator, to be appointed by the bank and the vendor by mutual consensus. If Bank and Vendor cannot agree upon appointing a Sole Arbitrator, then the parties shall be at liberty to approach competent Court of law for adjudication of disputes.

(b) Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

(c) The decision of the sole arbitrator shall be final and binding upon both Bank and Vendor. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party (Bank or Vendor) in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

Work under the Contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the works cannot possibly be continued until the decision of the arbitrator, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by the Bank, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

4.25 Governing Language

The governing language shall be English.

4.26 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of the Bank falls.

4.27 Addresses for Notices

The following shall be the address of the Bank and Supplier.

Bank's address for notice purposes:

**Bank of India,
Information Technology Department,
Star House-3,
PNB-BOI Tower
C-29, G Block,
IT Department, 10th Floor,
BKC, Bandra East
Mumbai 400051**

Bidder's address for notice purposes
(To be filled in by the Bidder)

A notice shall be effective when delivered or on effective date of the notice whichever is later.

4.28 Taxes and Duties

- (a) The total price quoted shall be exclusive of **Goods and Services Tax (GST) as per Govt. of India norms** and inclusive of all other duties, levies, charges etc. as also cost of incidental services such as transportation, insurance etc. And the same is payable at Bank's Head Office. The charges towards supply, installation, commissioning, integration, acceptance and services regulatory/govt. charges, duties, AMC etc. should be included in the total bandwidth charges of the equipment along with Bandwidth and these charges should not be quoted separately. Otherwise, the bid is liable for rejection at the discretion of the Bank.
- (b) Invoice submitted by the Bidder should indicate exact cost of the items ordered and supplied along with the Tax amount.
- (c) It is the responsibility of the selected Bidder to obtain the necessary approval from the Government / any other authorities for importing such products, if the items to be supplied by the Bidder are to be imported from any other country.
- (d) The Bidder shall be solely responsible for arranging the foreign exchange release and import license for any materials, components, bought out items that may be required to be imported for the purpose of performing the work under this RFP and accordingly the bid prices shall include all the customs, customs clearance, import duties, levies, license fee etc. payable by the Bidder on imported items. Bank is not liable in this regard whatsoever. All prices quoted shall be in Indian Rupees only and no exchange rate fluctuations shall be borne by the Bank for whatever be the reason incurred by the Bidder.
- (e) Any certificate required during contract period to be provided by the Bidder for continuity of services as per scope mentioned in the RFP.
- (f) Income Tax /Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Bidder shall include all such taxes in the contract price.
- (g) Tax Deduction at source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force.

4.29 Bidder's Integrity

The Bidder is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

4.30 Bidder's obligations

- i. The Bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- ii. The Bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iii. The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- iv. The Bidder will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.
- v. The Bidder shall not sub contract or outsource any work related to this contract without specific written consent of the Bank and the Bank may at its discretion refuse to give such consent.
- vi. The Bidder shall have a well-defined business continuity policy to ensure that the Contract under this agreement is smoothly completed.
- vii. The Bidder shall use/provide only licensed software/ tools for carrying out its obligations under the agreement.
- viii. The Bidder shall ensure to preserve all documents and data in accordance with the legal / regulatory obligations and the Bidder shall fulfill all statutory obligations.

4.31 Patent Rights/Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Services or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the

compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Bidder of such claim, if it is made. The Bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.

4.32 Helpdesk

Helpdesk can be at Bidder NOC which is accessible to Bank 24x7x365 and Bidder has to provide proper escalation Matrix as well required facility management as per the detailed requirement in RFP. Proactive monitoring with call logging and immediate alerts by email/SMS is required as soon as the links are commissioned by the concerned NOC team. It is to be ensured that immediate action is required by the Bidder along with deputation of engineer. Penalty is to be levied accordingly as per clause 4.12.(i) and 4.12.(ii) in case of delay in restoration of the link.

4.33 Technical Documentation

The Technical Documentation involving detailed instruction for operation and maintenance of the hardware and software is to be delivered. The language of the documentation should be English.

All related documentations shall be supplied by the selected Bidder in CD and also in printed media at no extra cost. The documentation has to be provided by the Bidder location wise as per the requirement. Training on Network operations and FLM (First Level Maintenance) of the link or equipment's shall be provided to the branch/Office staff at the time of installation. It should be mentioned specifically in the installation and acceptance certificate given by the Bank. Bidder has also to submit the Project plan after award of the contract. Bidder should annually submit the complete project document covering all details of all sites on yearly basis. After expiry of the contract Bidder has also to submit the complete document of the project covering all details of all orders sites under this project. Bank at its discretion can ask Bidder to provide all kind of details related to project in the document. Bank will give the Project sign-off after the submission of requested document only.

4.34 Right to use defective product

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

4.35 Inspection

Bank may visit the successful Bidders centralized NOC, HUB, POP, or Location where MPLS Network equipment's are housed.

4.36 Arrangements for Business continuity to the Bank:

The Bidder agrees for the following continuity arrangements to ensure the business continuity of the Bank:

Bidder shall develop, establish and immediately put in place a robust framework for documenting, maintaining and testing Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP) commensurating with the nature and scope of the outsourced activity as per extant instructions issued by RBI from time to time on BCP/ DR requirements.

Bidder is aware and agree that in establishing a viable contingency plan, Bank shall be within its right to consider the availability of alternative service providers or the possibility of bringing the outsourced activity back in-house in an emergency. This shall not in any way relieve the Bidder from its obligations unless the bank specifically discharges the Bidder from any obligations in writing. The Bidder shall not be entitled to fees/charges for such period/services and advance payment if any made by the Bank related to such period shall be returned by the Bidder to Bank.

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

In the event of failure of the Bidder to render the Service, without prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Bidder before availing such service from any other alternative source, the Bidder shall be liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source.

Bank may request for extension of validity of contract for a period up to one year or till the finalization of alternate arrangements with in one year period. The rates applicable for the extended period shall be prorata on the fifth year pricing.

4.37 Indemnity

The Bidder hereby Indemnify the Bank and shall keep indemnified and hold the Bank harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to or arising out of any claim and /or under a suit or proceeding brought against the Bank as a result of:

- (a) breach of any term of this Agreement by the Bidder and/or by its agents/subcontractors; and/or.

- (b) an act or omission, misconduct or negligence of the Bidder, its employees in performance of the contract; and / or
- (c) claims and/or any legal proceedings made against the Bank by the employees or other persons deployed by the Bidder and/or by any statutory/regulatory/Government authority; and / or
- (d) acts of fraud and/or willful act or omission by the Bidder, its employees or other persons deployed by the Bidder; and/or
- (e) violation of the Confidentiality obligations by the Bidder and/or its employees or any other person deployed by them in connection with the Contract.
- (f) any breach/violation of Intellectual Property Rights of the Bank by the Bidder and/or on material/deliverables supplied by the Bidder and / or claims against the Bank in connection with the breach of any Intellectual Property Rights of any third party (ies) etc.

The aggregate liability of the Bidder under above mentioned clause (a) and (b) shall be limited to the contract value. Provided however that there shall be no cap on the liability of the Bidder for events set out in (c), (d), (e) and (f) above.

It is further clarified that wherever sub-contracting is permitted by the Bank, the liability on account of such sub-contracting shall vest with the Bidder only and in such cases, the reference to the employee of Bidder mentioned above shall include the sub-contractors and their employees, agents as well.

4.38 Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the RFP or Contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign agreements/contracts 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.

4.39 Arbitration

All disputes or differences between the parties shall be resolved amicably. If amicable settlement is not possible, then such disputes and differences shall be resolved through an Arbitrator mutually agreed upon between the parties. If the parties cannot agree upon an Arbitrator, then both the Bidder and the Bank shall appoint one Arbitrator each, and both the Arbitrators jointly shall appoint a third Arbitrator. The decision of the majority of the Arbitrators shall be final and binding on the parties. The arbitrators shall give a reasoned Award. The Arbitration Proceeding shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.

Work under the Contract shall be continued by the selected Bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the works 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 or payable by the Bank, to the Bidder shall be withheld on account of the ongoing 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 MUMBAI, INDIA.

4.40 Right to Audit

Bank has full right to review and audit Bidder's network and whole setup by Bank officials or engaging third party consultant for auditing the Bank requirement under this RFP.

Bidder shall keep complete and accurate records of its activities in connection with the said contract. Bidder shall provide such details/information as may be called for by the Bank and/or the Reserve Bank of India (RBI) and /or any other Regulatory Authority and also allow the Bank and/or RBI and /or any other Regulatory Authority, their auditors, officers for inspecting, examining and auditing Bidder's records, whenever required by Bank and/ or RBI and /or any other Regulatory Authority. Bidder will co-operate with the RBI and/or Bank and /or any other Regulatory Authority's internal or external auditor to assure a prompt and accurate audit. If the Bank permits the Bidder to outsource any of the activities under this contract (which shall always be in writing), the Bidder shall ensure that necessary agreement is entered into with the Agency engaged for such purpose and such agreement shall also contain necessary mandate by the said outsourced agency inter alia agreeing for production of documents called for, inspection and audit of their premises and books by RBI and / or the Bank and /or any other Regulatory Authority and any Agencies engaged by the Bank and / or by the RBI and /or any other Regulatory Authority. Bidder shall also correct any practices which are found to be deficient if pointed out by the RBI and/or Bank and /or any other Regulatory Authority. The Bidder is aware that failure to provide the information called for within the stipulated time to the Bank and/ or RBI and /or any other Regulatory Authority may result in RBI and /or other Regulatory Authority imposing fine on the Bank /Bidder and the Bidder agrees that all such fine shall be paid by the Bidder irrespective of whether such fine is levied on the Bank or the Bidder. Payment of fine by Bidder, shall not affect the right of the Bank and/ or RBI and /or any other Regulatory Authority to take other actions against the Bidder.

Bidder is also aware that while outsourcing various IT services, more than one Bank may be availing services from the same third-party service provider. In such scenario, where the Bidder is providing such services to other Banks as well, in lieu of conducting separate audits by individual Banks, the Banks may adopt pooled (shared) audit on the Bidder which allows the Banks to either pool their audit resources or engage an independent third-party auditor to jointly audit the Bidder. Bidder hereby confirms and declares that it has no objection for the same.

Bank may at its sole option depending upon the risk assessment, may also rely upon globally recognized third-party certifications in lieu of conducting independent audits. Bidder shall ensure that it shall grant unrestricted and effective access to a) data, books, records, information, logs, alerts related to the outsourced activities; and also b) the relevant business premises of the Bidder for the purpose of effective oversight

use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorized under law.

4.41 Confidentiality

- i. The Bidder acknowledges that in the course of performing their obligations under this contract the Bidder shall be exposed to or acquire Confidential Information of the Bank or its clients. The Bidder understands and acknowledges that it has been given access to such Confidential Information solely as a consequence of and pursuant to this Agreement.
- ii. The Bidder shall, at all times, maintain confidentiality regarding the contents of this Agreement and proprietary information including of the Bank's Customers, Card Holders, any business, technical or financial information/data whether at the time of disclosure, designated in writing as confidential or not.
- iii. The Bidder agrees to keep in confidence and not disclose to any third party and all confidential Information available to the Bidder, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Agreement, the Bidder agrees that it shall not use, nor reproduce for use in any way, any Confidential Information of the Bank except to the extent required to fulfil its obligations under the Agreement. The Bidder agrees to protect the Confidential Information of the Bank with at least the same standard of care and procedures used by to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care. The Bidder shall abide by the Corporate Information Security Policy (CISP) of the Bank (as amended from time to time), which will be shared by the Bank with the Successful Bidder on need to know basis.
- iv. The Bidder shall also ensure that its officials/employees and if Bidder is permitted to hire another person to assist it in the performance of its obligations under this Agreement, such person also shall maintain the confidentiality of the Confidential Information in the same manner as the Bidder is bound to maintain the confidentiality.
- v. During the course of implementing the transactions contemplated hereby or providing the Services hereunder and during the course of the relationship contemplated hereby either Party may become aware of the other Party's business information, lists, marketing plans or strategies, methods of doing business, or similar information which the disclosing Party designates, either orally or in writing, to be of a confidential or proprietary nature, or which the receiving Party has reason to believe should be treated as such, including, but

not limited to: technical drawings, designs and concepts; software programs, routines, formulae and concepts; production plans, designs, layouts and schedules; marketing analyses, plans, and surveys; all matters relating to the Parties' finances and personnel (collectively, the "Business Information").

- vi. Each Party shall: (a) protect and maintain the confidentiality of the Business Information; (b) not disclose, or allow to be disclosed, the Business Information to any party other than to its employees, officers or directors who have a need-to-know in order to perform the Services or are under a binding obligation of confidentiality with respect to any such information; (c) not use the Business Information for any purpose other than to perform the Services under this Contract; and (d) treat all Business Information of the other Party with the same degree of care to avoid disclosure to third parties as is used with respect to the recipient Party's own Business Information, but not less than a reasonable degree of care. A Party's obligations of confidentiality hereunder shall terminate when such Party can document that the Business Information (a) at the time of its disclosure was known to the Party to whom disclosed; (b) is already in the public domain or becomes generally known or published without breach of this Contract; (c) is lawfully disclosed to a third party free to disclose such information; (d) is subsequently independently developed by the Party to whom disclosed without reference to or use of the Business Information; or (e) is legally required to be disclosed provided that the Party so compelled shall promptly notify the other Party so as to permit such other Party to appear in any proceedings and object to the disclosure .
- vii. The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever for a period of one (1) year after termination, except the data of the customers of the Parties which shall survive the termination or expiration of this Agreement.

4.42 Prohibition against Assignment, Outsourcing or Sub contract

- i. Neither party shall not, directly or indirectly, transfer or assign its rights or obligations hereunder or interests herein, either in whole or in part, without the prior written consent of the other party.
- ii. Notwithstanding anything contained herein the Bidder shall not assign, outsource, or sub-contract to any third party, in whole or in part, its duties, human resources and obligations under the Contract, except with the Bank's prior written consent and if so permitted on such terms and conditions as may be stipulated by the Bank. The Bank shall be within its absolute right at its sole discretion to refuse / deny approval & give consent and the same shall not be challenged by the Bidder.

- iii. Bidder shall ensure that outsourcing or Subcontracts, if permitted by the Bank, shall comply with the provisions of this Agreement. It is clearly understood that the Bidder shall be solely and primarily responsible to fulfil its obligations and adhere to the time limits agreed upon and stated in this Agreement irrespective of whether any sub-Contracting is permitted by the Bank. It is clarified that the Bank shall not be liable or answerable to the Sub-Contractors under any circumstances. The Bank and/or the RBI shall be authorized to make inquiries and audit the Sub-Contractors compliance with its obligations and the Bidder agrees to provide the Bank with such information and access for audit of the Sub-Contractors, as requested for by the Bank and/or RBI. At all times, the Bank and/or the RBI shall have the right to inspect the premises, Books and records of the Bank/Sub-Contractors directly or through its representatives. All Bank's/ Sub-Contractor's records with respect to any matters covered by this Agreement and/or as may be required by RBI and/or the Bank shall be made available to the Bank or its designees as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Bidder shall accordingly incorporate the necessary clauses to that effect in the agreement with the Sub Contractor. The Bidder is aware that any failure to permit inspection may result in RBI imposing fine/penalty and all such amounts shall be paid by the Bidder.
- iv. Notwithstanding anything stated herein above, the Bidder may sub contract certain jobs/activities under this Contract for which the Bank may not have any objection, and such type of sub contract may be informed to the BANK by the BIDDER.
- v. The Bidder shall not assign, outsource, or sub-contract to any third party, in whole or in part, its duties and obligations under the Contract, or change its constitution except on the Bank's prior written consent. The Bank shall be within its absolute right at its sole discretion to refuse/deny the consent and the same shall not be challenged by The Bidder.
- vi. Bidder shall ensure that outsourcing or Subcontracts if permitted by the Bank in writing, shall comply with the provisions of this Agreement underlying the confidentiality obligation. It is clearly understood that The Bidder shall be solely and primarily responsible to full fill its obligations and adhere to the time limits agreed upon and stated in this Agreement irrespective of whether any sub-Contracting is permitted by the Bank. It is clarified that the Bank shall not be liable or answerable to the Sub-Contractors under any circumstances. The Bank and/or the RBI shall be authorized to make inquiries and audit the Sub-Contractors compliance with its obligations and The Bidder agrees to provide the Bank with such information and access for audit of the Sub-Contractors, as requested for by the Bank and/or RBI. At all times, the Bank and/or the RBI

shall have the right to inspect the premises of the Sub-Contractors directly or through its representatives. All Sub-Contractor's records with respect to any matters covered by this Agreement and/or as may be required by RBI and/or the Bank shall be made available to the Bank or its designees as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Bidder shall accordingly incorporate the necessary clauses to that effect in the agreement with the Sub Contractor.

4.43 Defect liability

In case the supplied links/equipments under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, the Bidder shall forthwith replace/make good such defective supplies at no extra cost to the Bank without prejudice to the other remedies as may be available to the Bank under the contract.

4.44 Non-Disclosure Agreement

By virtue of awarding the Contact to the Bidder and in the course of its performance, the Bidder may have access to the Confidential Information of the Bank and its Customers. The Bidder is aware that Confidential Information is valuable Information of the Bank and any disclosure of which would cause irreparable loss and damage to the Bank for which monetary compensation may not be adequate and accordingly the Bidder agrees and undertakes to hold the Confidential Information as confidential and shall not disclose the same including to any third party and the Bidder also agrees that its employees, agents, sub-contractors shall also maintain Confidentiality of the Confidential Information. The Bidder agrees that it shall neither use, nor reproduce for use in any way, any Confidential Information of the Bank. The Bidder agrees 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 Bidder shall advise the Bank immediately in the event that the Bidder 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 this Agreement, the Bidder shall immediately seek injunctive relief against any such person, at the Bidders cost and expenses. If the Bidder 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 this Agreement to another person, it shall cause its assignee or delegatee to be bound by the confidentiality of the Confidential Information in the same manner as the Bidder is bound to maintain the confidentiality.

For the purpose of this clause “**Confidential Information**” shall mean all nonpublic information, of the Bank and its customers which is accessible by and/or is available to the Bidder directly or indirectly, whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form including,

without limitation, any and all information relating to the Bank's staff or its clients/customers (whether past, present, or future), financial data, financial results and projections, costs and prices, details of Banks employees and consultants (past, present or prospective), technologies, technical and business strategies, business and marketing plans, marketing and sales techniques, pricing and other strategies, computer programs, software tools, source codes, object codes, protocols, product descriptions, development schedules, Software positioning, choices of Software names, trade secrets or know how, customer information and Intellectual Property Rights (defined later) as well as any such information not generally known to third parties or received from others.

The Confidentiality obligation shall survive termination / expiry of the Agreement.

The Bidder should sign the Bank's standard non-disclosure agreement as per Format 5.2 and submit along with the Bid. Bank has full right to add further details in the NDA format to protect Bank's interest.

4.45 Preference to Make in India

- i. Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017(PPP-MII Order), Order No. P-45021/2/2017-B.E.-II dated 15.06.2017, as amended by Order No. P-45021/2/2017-B.E.-II dated 28.05.2018; Order No. P-45021/2/2017(BE-II) dated May 29, 2019, Further revised on 04-06-2020 and 16-09-2020; issued by GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion. A bidder who has been debarred by any procuring entity for violation of above mentioned orders shall not be eligible for preference under above mentioned orders for procurement for the duration of the debarment.

ii. Certificate of Local Content:

The Bidder at the time of submission of bid shall be required to provide a certificate as per **Format 5.17** from the statutory auditor or cost auditor of the company (in the case of companies). 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, on their letterhead with Registration Number with seal to be submitted. Also Bidder needs to submit self-declaration as per **Format 5.18**.

Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017 to be submitted by the Bidder as per **Format 5.19**.

4.46 REPRESENTATIONS & WARRANTIES

(a) Representations and Warranties by the Bidder

The Bidder shall represent and warrant that:

- i. The Bidder possesses necessary experience, expertise and ability to undertake and fulfill its obligations under this Agreement and it shall always perform the Contract by qualified personnel. The names of the persons with qualifications who are going to actually perform the work and sign the report will be informed in writing to the Bank before the start of work. Any change in personnel shall also be intimated promptly to the Bank in writing.
- ii. The Deliverables & Services shall confirm to and meet the service level standards and time frames set out in this Agreement failing which the Service Level penalty may be deducted by Bank, without prejudice to its other rights.
- iii. The Deliverables & Services provided by the service provide and/or use of the same by the Bank in any manner will not violate (knowingly or unknowingly) or infringe the intellectual property rights of any third party or the laws or regulations of any governmental or judicial authority failing which the infringement indemnity under the agreement shall be applicable without prejudice to Banks' other rights
- iv. The Bidder has all necessary rights, title, and interest to provide the Deliverables & Services and grant other the rights set forth herein to the Bank, free of any claims, encumbrances, liens, or conflicting rights in favor of any Person;
- v. The Deliverables & Services shall be provided in a workmanlike and competent manner in accordance with the highest professional standards in trade or industry, and shall meet the descriptions, specifications and the performance standards stated in this Agreement.
- vi. The Bidder warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the

Bank shall have no liability in this regard. Bidder also warrants that it shall be solely liable and responsible for compliance of applicable Laws of Land with respect to this RFP

- vii. The Bidder has all the permissions, licenses, authorities whatever required from the appropriate Government, Statutory/Regulatory authorities to render the Service stated herein to Bank.
- (b) **The Bidder recognizes that the Bank owns the data in the Banks system and that such data is confidential to the Bank.** The Bidder undertakes to provide adequate levels of security to protect the non-public data and other technology resources and ensure to maintain it as confidential.
- (c) The Bidder further agrees and recognizes that:
- i. The Bank shall have the right to control the authorization and access to Bank's information, including access rights granted to The Bidder's employees.
 - ii. Bank, its auditors and Reserve Bank of India shall have the right to conduct security reviews and other audit procedures to review controls and test compliance for security and control provisions.
 - iii. The Bidder shall take commercially reasonable measures to comply with procedures to deal with deficiencies in the implementation of the project as noted by auditors, government, regulators and other internal or external agencies and provide relevant solutions.
 - iv. Bank of India has well defined policies which are self-regulated by a code of conduct. Bidder agrees to adhere to the code in the right spirit and a duly certified copy of the same shall be provided in advance to The Bidder to enable its personnel carry out the Services. Information in this regard will be treated and kept as confidential.
- (d) The Bidder shall not affect any change in its constitution which includes reconstitution of The Bidder, mergers, reverse mergers, acquisition and amalgamations during the currency of the Contract period without prior written intimation to the Bank.
- (e) The Bidder shall not hold the Bank responsible for any assumptions or judgments made by The Bidder for arriving at any type of sizing or costing for the Contract.

- (f) All terms and conditions, payments schedules, time frame for implementation, expected service levels etc. will remain unchanged unless explicitly mutually agreed in writing.

(g) The Bidder shall further Covenant and represent to the Bank that:

It is duly incorporated, registered, validly existing and in good standing as per the laws of India.

The execution, delivery and performance of this RFP by The Bidder:

- i. Will not violate or contravene any provision of its constitutional documents;
- ii. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- iii. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other statutory/regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- iv. No representation or warranty by the Bidder in this RFP, and no document furnished or to be furnished to the Bank, in connection herewith or with the transactions contemplated hereby, contains or will contain, to the reasonable knowledge of Bidder, any untrue or misleading statement or omits or will omit any material fact. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, shall have come to the attention of the Bidder and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

4.47 Project Reporting

- Bidder should submit a weekly report on the development of the project along with reasons of delay, if any, till date of full commissioning.
- Periodical meetings will be held between the Bidder and Bank to review the progress and the Bidder will be required to attend all such meetings.

4.48 System maintenance and support

- The Bidder should fix all the problems and provide and implement upgrades during the contract period free of cost.
- The Bidder should provide changes and upgrades with regard to changes in statutory requirements at the earliest and free of cost during the contract period.
- The Bidder should be able to comply with the service Level requirements.

4.49 Compliance with law

The Bidder 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 contract 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.

Further the Bidder 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 the Bank and its employees/ officers/ staff/ personnel/ 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 the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would not be limited to court awarded damages and shall include indirect, consequential and incidental damages. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

4.50 Violation of Terms

Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in the Contract/RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of the amounts due under this contract and related costs and a right for damages.

4.51 Publicity:

The Bidder shall not advertise or publicly announce that he is undertaking work for Bank of India without written consent of Bank of India. In case of non-compliance of this clause the Bidder will be debarred for participating any future tender / contract for a period of three years.

4.52 Variation:

Bank of India may at any time during the contract require the Bidder to revise the Deliverables, Equipment, Services or Supplies including Completion Date. In an event of such nature, Bank of India will request the Bidder to state in writing the effect such variation will have on the work schedule. The Bidder shall furnish these details, in writing, in two weeks from the receipt of such request

4.53 Standard Covenants on outsourcing of IT Services

The Bidder hereby agrees and undertakes as under:

- i. Bidder hereby agrees and confirms that it shall at all point of time, also abide and comply with the directions of RBI in vogue and as may be issued from time to time relating to outsourcing of such activities as if the same are incorporated herein.
- ii. Bidder hereby confirms and declares that the Bidder is not/and shall not at any point of time be owned or controlled by any director, or key managerial personnel, or approver of the outsourcing arrangement of the Bank, or their relatives. For the purpose of this clause, terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time.
- iii. Bidder shall not indulge in any activity that may result in reputational loss to the Bank or the reputation of Bank being compromised or weakened.
- iv. Bidder shall not do anything that will impede or interfere with the ability of Bank to efficiently oversee or manages its activities and/or of the RBI in carrying out its supervisory functions and objectives.
- v. Bidder shall employ the same high standard of care in performing the services as would have been employed by the Bank, if the activity was not outsourced.
- vi. Without prejudice to the obligation of the Bidder to perform the contract and without being bound to do so the Bank, shall have the right to intervene with appropriate measures to meet legal and regulatory obligations, which directions of Bank shall be complied by the Bidder without need for paying any additional fees or charges to the Bidder.
- vii. Bidder shall promptly and without delay report to Bank any type of material adverse events including data breaches, denial of service, service unavailability, etc. and also those incidents required to be reported to the Bank to enable Bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines.
- viii. Bidder shall comply with the provisions of Information Technology Act, 2000, other applicable legal and regulatory requirements and standards including relating to protection of information of the Bank and the customer data;
- ix. Bidder shall ensure safe storage of data (as applicable to the outsourced activity) which storage shall be done only in India and in doing so, the extant regulatory requirements shall also be complied by the Bidder.

- Bidder shall also provide to the Bank from time to time the details of such data captured, processed and stored.
- x. Bidder is aware that any data/information being confidential, the Bidder shall not disclose or share any data/information with Bank's customer and / or any other party.
 - xi. Bank shall be within its right to seek information from the Bidder about the third parties (in the supply chain) engaged by the Bidder which shall be provided by the Bidder forthwith.
 - xii. Bidder hereby agrees and confirms that the Bidder shall be liable for the performance and risk management practices of the Bidder and also of its sub-contractors.
 - xiii. Bidder shall comply with directions issued by the RBI from time to time in relation to the activities outsourced to the Bidder.
 - xiv. Bidder agree and undertake to co-operate with the relevant authorities in case of insolvency/ resolution of either of the parties. Further, the Bidder shall ensure availability of records to the Banks and the RBI including in case of liquidation/resolution of the Bidder.
 - xv. Bidder hereby agree and undertake that the skilled resources of the Bidder who provide core services are considered as "essential personnel" so that required number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations).
 - xvi. Bidder confirms that it has back-to-back arrangements with the OEMs, relating to the said contract.
 - xvii. Bidder is aware that Public confidence and customer trust in Bank is a pre-requisite for Bank's stability and reputation and therefore the Bidder shall not do anything which will affect the same. Further, the Bidder shall ensure the preservation and protection of the security and confidentiality of the Bank's information and also of Bank's customer information which is accessed or in the custody or possession of the Bidder. Bidder shall also ensure that their employees/staff agents also maintain confidentiality of such information and Bidder shall ensure that any access to customer information by staff of the Bidder shall be strictly on need-to-know basis.
 - xviii. Bidder shall ensure that cyber incidents are reported to the Bank by the Bidder immediately without any delay, so that the incident is reported by the Bank to the RBI within the time frame stipulated by RBI.
 - xix. Bidder shall ensure that they are able to isolate the Bank's, and its customer's information, documents and records and other assets. This is to ensure that, in adverse conditions or termination of the contract, all such assets of the Bank, documents, record of transactions and information with the Bidder can be removed from the possession of the Bidder, or deleted, destroyed or rendered unusable. In the event of termination of contract the Bidder shall ensure safe removal/ destruction of data, hardware and all records (digital and physical), as applicable. The Bidder shall cooperate fully with both the Bank and new service provider(s) to ensure there is a smooth transition. The Bidder shall not erase, purge, revoke, alter or change any data during the transition period, unless specifically advised by the regulator/ Bank.

xx. If the Bidder is operating in different jurisdictions, the Bidder shall abide by the legal, regulatory and government policies of not only the jurisdictions in which the Bidder is based but also of all the places where it is operating. Bidder shall also monitor the political, social, economic and legal conditions of all such jurisdictions on a continuous basis, as well as establish sound procedures for mitigating the country and other risk. This includes, inter alia, having appropriate contingency and exit strategies.

xxi. **Business Continuity Plan and Disaster Recovery Plan**

Bidder shall develop, establish and immediately put in place a robust framework for documenting, maintaining and testing Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP) commensurating with the nature and scope of the outsourced activity as per extant instructions issued by RBI from time to time on BCP/ DR requirements.

Bidder is aware and agree that in establishing a viable contingency plan, Bank shall be within its right to consider the availability of alternative service providers or the possibility of bringing the outsourced activity back in-house in an emergency. This shall not in any way relieve the Bidder from its obligations unless the bank specifically discharges the Bidder from any obligations in writing. The Bidder shall not be entitled to fees/charges for such period/services and advance payment if any made by the Bank related to such period shall be returned by the Bidder to Bank.

4 B. Technical and Functional Specifications

S. N.	Specifications	Complied (Yes/No)	Remarks
1.	The Bidder has to submit full details of his managed backbone infrastructure covering technical design and architecture, capabilities (convergence of voice/video/ data etc.), redundancy features (Multi Bidder backbone, Multiple NOCs, bandwidth details including flexibility and scalability features), and security features as IP Sec 3DES/AES encryption end to end.(if applicable).		
2.	The Bidder should provide time bound escalation matrix for project implementation as well as regular support and maintenance. End-to-End Project management including discussion with Bank's concerned official at respective Locations for site readiness needs to be done by Bidder.		
3.	Bidder has to provide connectivity as per scope of work up to Network CPE equipment installed at Bank's location.		
4.	Bidder should ensure that no single point of failure between POPs (Point of Presence).		
5.	Bidder should ensure that Monitoring reporting and manageability features		
6.	Bidder should ensure that End-to-End QoS offered (prioritization of the traffic, partitioning of bandwidth for applications etc.) etc. wherever applicable.		
7.	The network monitoring portal/reports available from the Bidder should comprehensively address all the issues relating to performance, availability and uptime etc. and some of the salient features, which are desirable, are given below.		
	(i)It should provide the statistics regarding resource utilization and faults in the network		
	(ii)It should give details such as bytes sent and bytes received by each location.		

S. N.	Specifications	Complied (Yes/No)	Remarks
	(iii)It should be able to store statistical information for all the hours on traffic through LAN and WAN ports and print this information in the form of graphs, pie charts, spread sheet and bar charts. It should be able to show a cumulative picture over a period of a week or more. These statistics should also be available in machine readable form. This report should be submitted on monthly basis.		
	(iv)It should offer tabular information giving percentage uptimes of individual links on monthly basis.		
	(v)It should be capable of reporting network parameters based on IP SLA and show traffic reports between the locations for which we are procuring the link.		
8.	Bidder should provide 24x7x365 trouble management center at central location, Mumbai		
9.	Bidder has to submit report to prove the latency figure End-to-End including backbone along with the proposal, the latency should be within the industry standards.		
10.	Bidder should clearly spell out any assumption made anywhere while designing the solution. Detailed design solution to be provided, explaining each component.		
11.	Complete details of the Enterprise network architecture including the backbone and access and the list of equipment's used and the technical details of these equipment's to be submitted.		
12.	Bidder should give supporting document with technical details to assure reliability and capability of delivering the network to meet the requirements.		
13.	Bidder has to provide the network diagram with IP Schema, before and after implementation of the link.		
14.	Network scalability is critical to supporting increasing bandwidth demands as more Data/video applications are deployed. To maintain optimal performance, the network should easily accommodate higher		

S. N.	Specifications	Complied (Yes/No)	Remarks
	bandwidths		
15.	The network should allow Data/video forwarding without introducing significant latency.		
16.	The aggregation network layers must support high speed Ethernet to handle high bandwidth		
17.	System scalability is important to maintaining optimal performance for memory and processing resources		
18.	The network should allow routing the traffic of any server which is kept in Bank environment without any change of the IP address with IP Sec 3DES/AES encryption (wherever applicable).		
19.	Any other miscellaneous requirements related to the scope described in the RFP or extra work required to be performed due to existing\ hardware/software/structure limitation shall be provided by the successful Bidder to make the solution workable at no extra cost to the Bank even if those items are not mentioned explicitly in this RFP. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.		
20.	The Bidder shall conduct site survey to commission the solution without any extra cost to the Bank (if required).		
21.	Bidder shall mitigate various audit points, Compliance points at no cost to the Bank within 1 week as and when any advisory released/suggested by competent authority/organization/Bank at any point of time during the validity of the contract period (as applicable).		
22.	Bidder shall take prompt action on the advisories shared by the Bank at any point of time during the validity of the contract period (as applicable).		
23.	The Bidder shall extend all required support to Bank and/or Bank designated Service Integrator and shall be responsible for all required configurations/configurations changes (e.g. to use Bank's own public IPv4, IPv6 range, IPv6 migration, QoS, IPSec etc) in its network if required at any		

S. N.	Specifications	Complied (Yes/No)	Remarks
	stage during the contract period (as applicable) without any extra cost to Bank.		
24.	The Bidder shall do the required passive cabling and necessary arrangements for cage nuts, clamps etc. to make the proposed solution working. Bidder shall maintain and replace these passive cables, cage nuts, clamps etc. as and when required during the contract period.		

5 BID FORM, PRICE SCHEDULES AND OTHER FORMAT

- 5.1.1 Bid Form (Technical Bid)
- 5.1.2 Bid Form (Price Bid)
- 5.2 Non-Disclosure Agreement
- 5.3 Price Schedule
- 5.4 Bid Security
- 5.5 Contract Form
- 5.6 Format of contract performance Bank guarantee/security
- 5.7 Certificate for Successful Commissioning
- 5.8 Organizational Profile
- 5.9 Service Support Details
- 5.10 Unconditional Acceptance
- 5.11 Manufacturer's Authorization Form(if applicable)
- 5.12 Pre-Contract Integrity Pact
- 5.13 NPA Undertaking
- 5.14 Conformity to Eligibility Criteria
- 5.15 Bank / Payment Details from Bidder
- 5.16 Litigation Certificate
- 5.17 Certification for local content
- 5.18 Format for Self Certification regarding Local Content (LC) for Product, Services or Works
- 5.19 Format of Certificate for Tenders for Works under Rule 144 (xi) in the General financial Rules (GFRs), 2017.
- 5.20 Undertaking for Information Security Compliance
- 5.21 Know Your Employee (KYE) Compliance
- 5.22 Compliance Statement
- 5.23 Undertaking to Support Services
- 5.24 Checklist

**FORMAT 5.1.1
BID FORM (TECHNICAL BID)
(To be included in Technical Bid Envelope)**

Date:

Sir/Madam,

To:

The General Manager,
Bank of India Star House-3,
PNB-BOI Tower
C-29, G Block,
IT Department, 10th Floor,
BKC, Bandra East
Mumbai 400051
Telephone: 022- 6917-9300

Reg.:

Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024

~~~~~  
Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and commissioning of the point to point links/Internet links solution, in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to deliver, install and commission the Solution in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a Bank inline to Performance Security Clause 3.32 of RFP for the due performance of the Contract, in the form prescribed by the Bank.

***We agree to abide by the Bid and the rates quoted therein for the order awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.***

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

Dated this ..... day of ..... 2024

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Classification: **Confidential**

**FORMAT – 5.1.2  
BID FORM (PRICE BID)  
(To be included in Price Proposal Envelope)**

To:  
The General Manager,  
Bank of India Star House-3,  
PNB-BOI Tower  
C-29, G Block,  
IT Department, 10th Floor,  
BKC, Bandra East  
Mumbai 400051  
Telephone: 022- 6917-9300

**Sir/Madam,**

**Reg: Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply & commissioning of the point to point links /Internet links solution in conformity with the said Bidding documents for the sum of ..... (Total Proposal amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to deliver, install and commission the system, in accordance with the delivery schedule specified in the Schedule of Requirements.

***We agree to abide by the Proposal and the rates quoted therein for the order awarded by the Bank.***

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

Dated this ..... day of ..... 2024

\_\_\_\_\_  
(Signature)

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_  
(in the capacity of)



**FORMAT 5.2  
NON-DISCLOSURE AGREEMENT  
(To be submitted on Stamp Paper)**

**Ref: Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, **hereinafter referred to as the COMPANY, are agreeable to offering Connectivity solution and services to Bank of India with** ref. to RFP, having its registered office at Star House, C-5, G Block, Bandra Kurla Complex, Mumbai – 400 051, hereinafter referred to as the BANK and,

WHEREAS, the COMPANY understands that the information regarding the Bank's Data Replication shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said Point to Point links /Internet link solution and services and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals or information of the BANK;

**NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property/information**

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written authorization to do so. The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK for the said Point to Point links /Internet link solution **and services, will not be disclosed to during or subsequent** to submission of the offer to the BANK, to anyone outside the BANK

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory

Place :

Date

Name:

Designation:

Office Seal:

**FORMAT 5.3  
PRICE SCHEDULE**

**Ref: Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

**(Include in Price Bid Only–Not to be included in Technical Bid)**

**Part 1: Point to Point Connectivity between DC, NR and DR Sites**

| A End                                      | B End                 | B/W              | Link Type           | ARC (X) | 3 Year Cost (X*3) |   |
|--------------------------------------------|-----------------------|------------------|---------------------|---------|-------------------|---|
| <b>Point to Point Connectivity</b>         |                       |                  |                     |         |                   |   |
| DC (CBD Belapur)                           | NR (MDI, CBD Belapur) | 1 Gbps (Network) | Point to Point (L1) |         |                   | A |
| DC (CBD Belapur)                           | NR (MDI, CBD Belapur) | 5 Gbps (Storage) | P2P (L1)            |         |                   | B |
| NR (MDI, CBD Belapur)                      | DR (Bengaluru)        | 1 Gbps           | Point to Point (L1) |         |                   | C |
| <b>Amount (In Rupees) for L1 = (A+B+C)</b> |                       |                  |                     |         |                   |   |

**Part 2: MPLS links at Bank's Central locations at DC, DR, New DC, New DR, FIS DC, FIS DR and ATOS Mumbai**

| Location                                           | B/W      | Link Type | ARC (X) | 5 Year Cost (X*5) |   |
|----------------------------------------------------|----------|-----------|---------|-------------------|---|
| <b>MPLS Connectivity</b>                           |          |           |         |                   |   |
| DC (CBD Belapur)                                   | 155 Mbps | MPLS      |         |                   | D |
| DR (Bengaluru)                                     | 155 Mbps | MPLS      |         |                   | E |
| FIS DC                                             | 155 Mbps | MPLS      |         |                   | F |
| FIS DR                                             | 155 Mbps | MPLS      |         |                   | G |
| New DC (Mahape)                                    | 155 Mbps | MPLS      |         |                   | H |
| New DR (Yotta)                                     | 155 Mbps | MPLS      |         |                   | I |
| ATOS Mumbai                                        | 6 Mbps   | MPLS      |         |                   | J |
| <b>Amount (In Rupees) for L1 = (D+E+F+G+H+I+J)</b> |          |           |         |                   |   |

Above rates are exclusive of GST and inclusive of Cost of Hardware, OTC, initial installation, leased line setup cost, Facility Management cost, Last Mile Charges, cabling/cross connect/SFP, proactive management Line Maintenance Charges and any other charges as per scope spread across 5 years' time frame.

**Note:**

- a) L1 will be decided based on the lowest price for each part individually
- b) Amounts are to be quoted in Indian Rupees only in both numeric and word format.
- c) Wherever Links are required for redundant setup, the L2 Bidder has to match the L1 price item wise in all respect. In case, L2 does not match the Price of L1, then offer for matching L1 price shall be extended to L3, L4 and so on.

d) **Multiplication Factor for Bandwidth Upgrade for links**

Bank may require higher bandwidth for mentioned locations as per multiplication factor mentioned below:

| Link Type      | Existing Bandwidth (x) | Required Bandwidth | Factor |
|----------------|------------------------|--------------------|--------|
| Point to Point | 1 Gbps                 | 2 Gbps             | 1.5x   |
|                | 1 Gbps                 | 3 Gbps             | 2x     |
|                | 1 Gbps                 | 4 Gbps             | 3x     |
|                | 5 Gbps                 | 10 Gbps            | 1.5x   |
|                | 5 Gbps                 | 20 Gbps            | 3x     |
| MPLS           | 6 Mbps                 | 8 Mbps             | 1.25x  |
|                | 6 Mbps                 | 10 Mbps            | 1.5x   |
|                | 6 Mbps                 | 20 Mbps            | 1.75x  |
|                | 6 Mbps                 | 30 Mbps            | 2x     |
|                | 6 Mbps                 | 40 Mbps            | 2.25x  |
|                | 6 Mbps                 | 50 Mbps            | 2.50x  |
|                | 155 Mbps               | 300 Mbps           | 1.5x   |
|                | 155 Mbps               | 500 Mbps           | 2x     |

- e) In case bandwidth upgradation factor is not available as per above mentioned table, a multiplication factor of 1.5x will be applicable if Bank is upgrading the bandwidth to twice the existing capacity.
- f) In case Bank wants to **downgrade bandwidth** of link procured under this RFP, division factor shall be equal to (1/ multiplication factor). For Example, if Bank want to downgrade a P2P link of 1 Gbps to half bandwidth i.e. 500 Mbps then revised link cost will be (Cost of 1 Gbps link) / (Generic Multiplication Factor i.e. 1.5)
- g) The Bidder shall necessarily agree to the multiplication factor provided for the above bandwidths. e.g., the Bidder will have to accept the multiplication factor as mentioned in the table above. However, in any case the charges should not exceed the TRAI prescribed charges/ceiling on charges, whichever lower,

RFP for Procurement, Installation and Commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024



for the bandwidth under consideration. Bidder should provide a declaration as a part of technical bid for above rates.

Date: \_\_\_\_\_

Place:

\_\_\_\_\_  
Signature and seal of Authorized Signatory

**FORMAT 5.4**

**BID SECURITY DECLARATION FORM**

**(to be submitted on Stamp Paper)**

Date:

To,

The General Manager,  
Bank of India Star House-3,  
PNB-BOI Tower  
C-29, G Block,  
IT Department, 10th Floor,  
BKC, Bandra East  
Mumbai 400051  
Telephone: 022- 6917-9300  
Sir/ Madam,

**Sub: Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by EMD and Bid-Securing Declaration.

We accept that we may be disqualified from bidding in any contract with the Bank of India for the period of **5** years from the date of notification, if we are in breach of any obligation(s) under the bid conditions, because we:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Bank during the period of bid validity and/or
- (c) fail or refuse to execute the Contract, if required, or
- (d) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders. Or
- (e) have made any statement or enclose any form which turns out to be false / incorrect at any time prior to signing of Contract

We understand this Bid Securing Declaration shall cease to be valid if we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid-Securing Declaration)

Name: \_\_\_\_\_ (insert complete name of person signing the Bid-Securing Declaration)

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]  
(Original POA holder to sign and not by any authorized representative)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate)

**FORMAT 5.5**  
**CONTRACT FORM**

**Procurement, Installation and Commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

THIS AGREEMENT is executed at Mumbai on this..... day of.....

**BETWEEN**

**BANK OF INDIA**, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Star House, C – 5, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051, (hereinafter referred to as the “**Bank**” which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors-in-interest and assigns) of the ONE PART:

AND

..... (Name of Purchaser) (hereinafter called "the Purchaser") of the one part and ..... (Name of Supplier) of ..... (City and Country of Supplier) (here-in-after referred to as the “Company” or “VENDOR” or “BIDDER” which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors, Liquidators and permitted assigns), of the OTHER PART.

(The “Bank” and the “Company/VENDOR” shall, wherever the context requires, be referred collectively as “**Parties**” and individually as “**Party**” also)

**WHEREAS:**

A) The Bank is a prominent nationalized Bank, having been founded on September 7, 1906 and having 5100 plus branches/offices as of now in India and abroad. The Bank has implemented Core Banking Solution (CBS) and the other related functions in all Branches. These branches are controlled through 59 Zonal Offices. The Bank has a dominant presence abroad with 40 branches/ offices and three representative offices. The Bank is listed at both NSE & BSE.

B) The BANK intends to procure a total solution for **Procurement, Installation and commissioning of Critical Links at Central Locations** for a period of 5 year for the said purpose, the Bank had invited Bids from Competent vendor/Company/Firm by floating Request for Proposal No. Ref No. **BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**. In response to the Bank’s said Request for Proposal (RFP), the Company had submitted its bid. The Company has represented to the Bank that it has sufficient expertise and it is fully competent to perform the said Contract as per the scope of work and on the terms and conditions set out in this Agreement and the RFP in the sum of Rs ...../- (Rupees in words) (hereinafter called "the Contract Price"). The Company has

further represented that the Company has appropriate infrastructure, human and other resources required to execute various tasks of the Contract

C) Pursuant to issuing the RFP, the Bank has short-listed the Company based on the Proposal submitted, representations and warranties made by the Company. Subsequently, the Bank has awarded the said Contract to the Company subject to the terms and conditions contained in this agreement and the RFP;

D) The Parties are desirous of recording the terms as agreed between the Parties, as set out hereunder.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. Unless otherwise specifically stated in this Agreement, time will be the essence of contract for the purpose of the obligations under this Agreement.
3. This Agreement shall commence from \_\_\_\_\_ and continue for a period of 5 (five) years from the said date.

The following documents of Bid No.: **BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024** shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) the Bid Form and the Price Schedule submitted by the Bidder;
- b) the Bill of Material;
- c) the Technical & Functional Specifications;
- d) Terms and Conditions of Contract as per RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024;
- e) the Purchaser's Notification of Award;
- f) Schedule of Dates, Amounts etc.
- g) Pre bid clarifications/corrigendum's communication shared with the Bidder during the processing of the bid, published during the tender process (RFP).
- h) Timeline for deliverables as per RFP.



4. In consideration of the payments to be made by the Purchaser to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Purchaser to provide the connectivity solution and services and to remedy defects therein, in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Bidder in consideration of the provision of the Products and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of links / services which shall be installed by the Bidder as under:

| S. No | LOCATION | CAPACITY | TOTAL PRICE (₹) |
|-------|----------|----------|-----------------|
|       |          |          |                 |
|       |          |          |                 |
|       |          |          |                 |

**TOTAL VALUE: (₹)**

**DELIVERY SCHEDULE:**

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

**Signed for**  
**[Name of Vendor]**

by its authorized representative:

-----  
Signature of authorized representative

-----  
Full name of authorized representative

-----  
Official company title of authorized representative

**in the presence of:**

-----  
Signature of Witness

-----  
Full name of Witness

**Signed for Bank of India**

by its authorized representative:

-----  
Signature of authorized representative

-----  
Full name of authorized representative

-----  
Official company title of authorized representative

**in the presence of:**

-----  
Signature of Witness

-----  
Full name of Witness

**FORMAT 5.6**

**FORMAT OF CONTRACT PERFORMANCE BANK GUARANTEE/SECURITY**

Bank Guarantee No. ....

Date: .....

Issued by.....

To,

Bank of India

(As per RFP).....

.....

**WHEREAS**....., having its registered office at..... (hereinafter called the "Service Provider") has undertaken, in pursuance of your RFP Reference No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024 for the "**Procurement, Installation and commissioning of Critical Links at Central Locations**" solution and services for the period specified in the RFP (hereinafter called "the Contract").

**2.AND WHEREAS** it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized Bank for the sum of Rs..... as security for compliance with the Service Provider's performance obligations in accordance with the said Contract.

**3. AND WHEREAS** we .....having our Head Office at..... and a Branch office at..... at the request of the Service Provider issue this Guarantee in your favour guaranteeing the due performance of the Service Provider of the said Contract.

**4.** We ..... Bank hereby agree and affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a sum of Rs ... ( Rupees in words) and we undertake to pay you the said amounts without demur or objection, upon your first written demand declaring the Service Provider to be in default under the said Contract. We shall pay the said amounts without cavil or argument as aforesaid, without needing to prove or to show grounds or reasons for your demand or the sum specified therein.

**5.** We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

**6.** We,\_\_\_\_\_ (indicate the name of Bank) 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 Contract and that it shall continue to be enforceable till all the dues of the Bank of India under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till Bank of India certifies that the terms and conditions of the said

Contract have been fully and properly carried out by the said Service Provider and accordingly discharges this guarantee. This Guarantee shall be valid up to..... and unless a demand or claim under this guarantee is made on us in writing on or before the..... months we shall be discharged from all liability under this guarantee thereafter.

7. We, \_\_\_\_\_ (indicate the name of Bank) further agree with Bank of India that Bank of India 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 Contract or to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by Bank of India against the said Service Provider and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider or for any forbearance, act or omission on the part of Bank of India or any indulgence by the Bank of India to the said Service Provider 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.
8. This guarantee will not be discharged due to the change in our constitution or of the Service Provider.
9. We, \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency.

Executed at..... on this the ..... Day of .....

Signature and Seal of Guarantors (Bidder's Bank)

.....  
Date.....

.....  
.....

Address:.....

.....  
.....

Financial institution :

Address :

Date :

- An amount is to be inserted by the Bank or financial institution representing the amount of the Advance Payment.

**FORMAT 5.7**

**CERTIFICATE FOR SUCCESSFUL COMMISSIONING**

**Ref: Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

No.

Date:

M/s.

Sub: Certificate of commissioning of Links

1. This is to certify that the link has/have been installed and commissioned successfully in all the specified location (subject to remarks in Para No. 2) in accordance with the Contract/Specifications.
  - a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_
  - b) Description of the Service \_\_\_\_\_
  - c) No of Links \_\_\_\_\_
  - d) Date of commissioning and proving test \_\_\_\_\_
2. The proving test has been done to our entire satisfaction and Staff have been trained to use the services.
3. The Bidder has fulfilled his contractual obligations satisfactorily\*  
or  
The Bidder has failed to fulfill his contractual obligations with regard to the following:
  - (a)
  - (b)
  - (c)
  - (d)
4. The amount of recovery on account of non-commissioning of location is given under Para No. 2.
5. The amount of recovery on account of failure of the Bidder to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

Classification: **Confidential**

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\* Explanatory notes for filling up the certificates:

- (a) The Bidder has adhered to the time schedule specified in the contract in installing and commissioning of Point to Point/Internet link pursuant to Technical Specifications.
- (b) The supplier has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.
- (c) Training of personnel has been done by the Bidder as specified in the contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Bidder, the extent of delay should always be mentioned.

**FORMAT 5.8**

**ORGANIZATIONAL PROFILE**

(Include in Technical Proposal Only – Not to be included in Price Proposal)  
Ref: Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024

| Information                                                                           |   | Particulars / Response |
|---------------------------------------------------------------------------------------|---|------------------------|
| Company Name                                                                          | : |                        |
| CONSTITUTION<br>1. Proprietary<br>2. Partnership<br>3. Private Ltd.<br>4. Public Ltd. | : |                        |
| Date of Incorporation                                                                 | : |                        |
| Commercial Production of the solution on Offer started since                          | : |                        |
| Company Head Office Address                                                           | : |                        |
| Address of Registered Office                                                          | : |                        |
| GST No.                                                                               | : |                        |
| Whether MSE(quote registration no. and date of registration, copy to be attached)     | : |                        |

|                                                                                                                                                                          |   |                                                                                                                                                                                   |                                    |                                |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|--------------------------|
| Category                                                                                                                                                                 | : | i. Software Producer / Developer (Principal)<br>ii. Hardware Manufacturer (Principal)<br>iii. Bidder / Solution Provider (Third-party)<br>iv. Any Other ( <i>please specify</i> ) |                                    |                                |                          |
|                                                                                                                                                                          |   | <b>Name</b>                                                                                                                                                                       | <b>Phone Nos. (with STD Codes)</b> |                                |                          |
| Names of Proprietor/Partners/ Directors                                                                                                                                  | : | 1.                                                                                                                                                                                |                                    |                                |                          |
|                                                                                                                                                                          |   | 2.                                                                                                                                                                                |                                    |                                |                          |
|                                                                                                                                                                          |   | 3.                                                                                                                                                                                |                                    |                                |                          |
|                                                                                                                                                                          |   | 4.                                                                                                                                                                                |                                    |                                |                          |
|                                                                                                                                                                          |   | 5.                                                                                                                                                                                |                                    |                                |                          |
| Bank Account Detail: Account Number, Account Name, IFSC, Bank Name                                                                                                       | : |                                                                                                                                                                                   |                                    |                                |                          |
| Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of supporting document)                                       | : |                                                                                                                                                                                   |                                    |                                |                          |
| Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)                                               | : |                                                                                                                                                                                   |                                    |                                |                          |
| Any pending or past litigation (within three years)? If yes please give details                                                                                          | : | Yes/No/Comments (if option is 'Yes')                                                                                                                                              |                                    |                                |                          |
| Please mention turnover for last three financial years. (Include the copies of Audited Balance Sheet and Statutory Auditor/Chartered Accountant letter in support of it. |   | <b>FY</b>                                                                                                                                                                         | <b>Turnover (in Rs)</b>            | <b>Net Profit/Loss (in Rs)</b> | <b>Net Worth (in Rs)</b> |
|                                                                                                                                                                          |   | 2020-21                                                                                                                                                                           |                                    |                                |                          |
|                                                                                                                                                                          |   | 2021-22                                                                                                                                                                           |                                    |                                |                          |
|                                                                                                                                                                          |   | 2022-23                                                                                                                                                                           |                                    |                                |                          |
| Number of Engineers familiar with the solution                                                                                                                           | : |                                                                                                                                                                                   |                                    |                                |                          |
| Number of Total Employees                                                                                                                                                | : |                                                                                                                                                                                   |                                    |                                |                          |
| Solution being offered, sold so far to:                                                                                                                                  |   |                                                                                                                                                                                   |                                    |                                |                          |
| Whether the service provider is owned or controlled by any director or officer/employee of the Bank or their relatives. (Yes/No)                                         | : |                                                                                                                                                                                   |                                    |                                |                          |



RFP for Procurement, Installation and Commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024



| Purchaser, with full address and Details of contact person (Phone, Fax and E-Mail) | Module s in Use | Date of Sale | Whether Warranty/AMC still continues |
|------------------------------------------------------------------------------------|-----------------|--------------|--------------------------------------|
| 1.                                                                                 |                 |              |                                      |
| 2.                                                                                 |                 |              |                                      |
| 3.                                                                                 |                 |              |                                      |

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

Signature of Authorized Signatory

Name of Signatory:  
Designation:  
Email ID:  
Mobile No:  
Telephone No.:  
Seal of Company:

**FORMAT 5.9**  
**Service Support Details**

**Ref: Procurement, Installation and commissioning Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

| City / Location | Postal Address, Telephone, Fax, E-Mail and Contact Details of Support Personnel | Office Working Hours(Please mention whether the Support Agency is Owned or Franchisee arrangement) | Number of Technical Support Engineers capable of supporting the link | Owned or Franchisee. |
|-----------------|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------|
|                 |                                                                                 |                                                                                                    |                                                                      |                      |
|                 |                                                                                 |                                                                                                    |                                                                      |                      |
|                 |                                                                                 |                                                                                                    |                                                                      |                      |
|                 |                                                                                 |                                                                                                    |                                                                      |                      |

**FORMAT 5.10**

**Unconditional Acceptance of the Terms & Conditions of the Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024  
(To be submitted on the Company's Letter Head)**

Date:

To  
The General Manager,  
Bank of India Star House-3,  
PNB-BOI Tower  
C-29, G Block,  
IT Department, 10th Floor,  
BKC, Bandra East  
Mumbai 400051  
Telephone: 022- 6917-9300

Sir/Madam,

**Ref: RFP for Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP including all addendum/amendment floated for Bank of India pertaining to this RFP.

(Name)

Designation

Seal/Stamp of the Contractor

Date:

**FORMAT 5.11**  
**MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM (if Applicable)**

No. \_\_\_\_\_

Date:

To:

Dear Sir:

**Ref: Procurement, Installation and Commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

We \_\_\_\_\_ who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at \_\_\_\_\_ (*address of factory / facility*) do hereby authorise M/s \_\_\_\_\_ (*Name and address of Agent*) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier :

- (a) Such Products as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of such Products:
  - i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - ii. Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorise the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Producers)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.*

*The Bidder in its Bid should include it.*

**FORMAT 5.12**  
**PRE-CONTRACT INTEGRITY PACT**  
**(To be submitted on Stamp paper)**

**Ref: Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

PRE-CONTRACT INTEGRITY PACT

BETWEEN

BANK OF INDIA

AND

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on XX day of the XX month of 2024, between, on one hand, the Bank of India acting through

Shri, Designation of the Officer (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in officer and assigns) of the First Part and M/s. represented by Shri ..... Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) award the contract and the BIDDER/Seller is willing to offer/has offered the stores and  
Request for proposal for .....

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudice dealings prior to, during and subsequent to the currency of the contract entered into with a view to :-

Enabling the BUYER to obtain the desired said stores / equipment / work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows.

#### Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2 In case any such preceding misconduct on the part of such officials(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract Request for proposal for ..... in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufactures / integrator / authorized government sponsored export entity of the stores / supplier and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER nor has any amount been paid promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during precontract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is Request for proposal for ..... a relative of any of the officers of the BUYER or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

#### 5. Earnest Money Deposit and EMD Declaration

5.1 While submitting commercial bid, the BIDDER shall deposit an amount as specified in the RFP as Earnest Money/Security Deposit with the BUYER through any of the following instruments along with EMD Declaration document as per the format specified.

(i) Bank Draft or a Pay Order in favor of "Bank of India – EMD for RFP for **Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**", payable at Mumbai.

(ii) A confirmed guarantee by a scheduled commercial bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument as specified in the RFP.

5.2 The Earnest Money / Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period / Defect liability period.



5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No Interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

## 6. Sanctions for Violations

Request for proposal for .....

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, whenever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. Fail Clause

7.1 The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 8. Independent Monitors

8.1 There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation and with approval of the Central Vigilance Commission.

8.2 The task of the Monitors shall be to review Independently and objectively whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### 9. Facilitation of Investigation

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

#### 10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

#### 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 provisions of the extant law in force relating to any civil or criminal proceedings.

#### 12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

#### 13. The parties hereby sign this Integrity Pact at on

BUYER

BIDDER

Name of the Officer

Name of the Officer

Designation

Designation

Bank of India

Witness

Witness

1.....

1.....

2.....

2.....

**Format-5.13**

**NPA Undertaking**

Pro-forma of letter to be given by all the Bidders participating RFP Process for Procurement, Installation and commissioning Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024 on their official letter-head.

To,  
The General Manager,  
Bank of India Star House-3,  
PNB-BOI Tower  
C-29, G Block,  
IT Department, 10th Floor,  
BKC, Bandra East  
Mumbai 400051  
Telephone: 022- 6917-9300

Date:

**Sub-RFP Process for Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

Sir,

We \_\_\_\_\_ (Bidder's Name), hereby undertake that-

- We don't have NPA with any Bank in India
- Further, we do not have any case pending with any organization across the globe which affects our credibility to service the Bank

Yours faithfully,

Authorized Signatory  
Designation  
Bidder's Corporate Name

Stamp:



**FORMAT 5.14**

**CONFORMITY TO ELIGIBILITY CRITERIA**

**Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

| Sr. No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Document Required                                                                                 | Bidder's Response [YES / NO] (enclose the proofs wherever applicable) |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| 1.      | <p>The Bidder should pay ₹ 50,000/- as cost of Bid. / Letter to the effect if the same has been paid while participating in the tender Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024 for Procurement, Installation and commissioning of Connectivity at New DR location.</p> <p>Organization which are fully owned by Government of India exempted for the cost of Bid i.e. ₹50,000/- )</p> <p>(The MSE Bidders are exempted from depositing the bid amount of ₹50,000/- subject to the submission of valid and authorized copy of registration certificate and exemption certificate (if applicable) from relevant authorities they are registered with. The MSE registration certificate submitted must be valid as on bid submission date.)</p> | Demand Draft or online payment details as per Format 5 (Whichever is applicable)                  |                                                                       |
| 2.      | <p>Bid Security and Bid Security declaration as per Format 5.4 submitted by Bidder.</p> <p>(The MSE Bidders are exempted from depositing the Bid Security subject to the submission of valid and authorized copy of registration certificate and exemption certificate (if applicable) from relevant</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Bidder should submit the Bid Security and Bid Security declaration with the Bid as per Format 5.4 |                                                                       |

| Sr. No. | Eligibility Criteria                                                                                                                                                                                                                                                 | Document Required                                                | Bidder's Response [YES / NO] (enclose the proofs wherever applicable) |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------|
|         | authorities they are registered with. The MSE registration certificate submitted must be valid as on bid submission date.)                                                                                                                                           |                                                                  |                                                                       |
| 3.      | Softcopy of Qualifying bid/ Technical bid should be submitted by the Bidder.                                                                                                                                                                                         | CD/DVD                                                           |                                                                       |
| 4.      | Bidder must have been in existence in business for a period of last 5 years (2 years in case of MSE) (as on RFP date) in India and must be registered in India.                                                                                                      | Certificate of Registration/Incorporation MOA/AOA to be attached |                                                                       |
| 5.      | The Bidder (including MSE) should be operating from India.                                                                                                                                                                                                           | Certificate of Registration/Incorporation MOA/AOA to be attached |                                                                       |
| 6.      | The Bidder (including MSE), both should be registered as "company" and/or "existing company" in India as per Companies Act 1956 / 2013. The Certificate of Incorporation issued by Registrar of Companies are required to be submitted along with the technical bid. | Certificate of Registration/Incorporation MOA/AOA to be attached |                                                                       |
| 7.      | The Bidder's (including MSE) office should be in India and one of their offices should preferably be in Mumbai.                                                                                                                                                      | Self-declaration letter                                          |                                                                       |
| 8.      | Bidder(including MSE) must have been in existence in business for a period of last 5 years (as on RFP date) in India<br>Certificate of Incorporation and other<br><b>Documentary evidences to be attached.</b>                                                       |                                                                  |                                                                       |
| 9.      | Bidder (including MSE) to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same                                                                                              |                                                                  |                                                                       |



| Sr. No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                              | Document Required                                                                                                                                                                                                                                                                               | Bidder's Response [YES / NO] (enclose the proofs wherever applicable) |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
|         | group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process. <b>Letter of confirmation (self-certified letter signed by authorized official of the Bidder) to be attached.</b>                                                                                                         |                                                                                                                                                                                                                                                                                                 |                                                                       |
| 10.     | The Bidder (including MSE) should be an Internet/Leased Line service provider under the License of Government of India or a National Long Distance (NLD) Operator. Bidder should submit the supporting document for same.<br>Note: BSNL/MTNL shall submit documents regarding it's region of operation, bandwidth sharing and working in synergy. |                                                                                                                                                                                                                                                                                                 |                                                                       |
| 11.     | The Bidder (including MSE) must submit a detailed statement of facts and profile of their company including year of commencement of business, Internet site details and name and title of the authorized signatory for their bid and their contact numbers and e-mail address.                                                                    |                                                                                                                                                                                                                                                                                                 |                                                                       |
| 12.     | The Bidder must have minimum annual turnover of ₹ 100 Crores (excluding MSE) (from Indian operations only) for each of the last three (3) financial years 2020-21, 2021-22 and 2022-23                                                                                                                                                            | (Certified / Audited Balance Sheets and P&L statements for last 3 years i.e. and 2020-21, 2021-22 and 2022-23 should be submitted in support of the turnover.) Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. |                                                                       |
| 13.     | The Bidder (including MSE) should be profitable organization on the basis of Positive Operating Profit for                                                                                                                                                                                                                                        | Copy of the audited balance sheets along with profit and loss statement for                                                                                                                                                                                                                     |                                                                       |



| Sr. No. | Eligibility Criteria                                                                                                                                                                                                         | Document Required                                                                                                              | Bidder's Response [YES / NO] (enclose the proofs wherever applicable) |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
|         | at least 3 years out of last 5 financial years (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23). However this clause is not applicable for PSUs and Govt. Organizations.                                                     | corresponding years and / or Certificate of the Chartered Accountant. However this clause will not be applicable to PSU units. |                                                                       |
| 14.     | The Bidder (including MSE) should have implemented, commissioned, and successfully operationalized Network for minimum 3 projects of similar or higher capacity in the last three year                                       |                                                                                                                                |                                                                       |
| 15.     | The Bidder (including MSE) should have Layer 3 MPLS VPN Bidder License from Govt. of India and National Long Distance service operator having own MPLS VPN Network.                                                          | A copy of the license issued by competent authority is to be submitted.                                                        |                                                                       |
| 16.     | The Bidder should have their own NOC facility which should be in existence from last 5 years (2 years in case of MSE) in India and should be valid till the validity of this project term. Submit the declaration.           | Submit the declaration.                                                                                                        |                                                                       |
| 17.     | The Bidder (including MSE) should not have been blacklisted and insolvent by any Government organization or PSU in past. A self-declaration letter on the Company's letterhead should be submitted along with technical bid. | Bidder should submit the declaration with the Bid.                                                                             |                                                                       |
| 18.     | The Bidder (including MSE) should have valid certifications(ISO 9001:2008 or ISO 27001/BS7799 and/or TL 9000)                                                                                                                | Copy of Certification to be produced                                                                                           |                                                                       |
| 19.     | Bidder (including MSE) should not has been debarred by any procuring entity for violation of Make In India orders. Bidder shall not be eligible for preference under Make In India                                           | Bidder should submit the declaration with the Bid.                                                                             |                                                                       |





| Sr. No. | Eligibility Criteria                                                                                                                                                                                                                                                         | Document Required                                                                                                                                                                  | Bidder's Response [YES / NO] (enclose the proofs wherever applicable) |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
|         | orders for procurement for the duration of the debarment.                                                                                                                                                                                                                    |                                                                                                                                                                                    |                                                                       |
| 20.     | Bidder (including MSE) must have satisfactorily conducted Bank accounts for last one year. Bidder shall furnish the undertaking, details of his Bank accounts and certificates from his Banks regarding satisfactory conduct of Bank accounts, along with the technical bid. | Bidder shall furnish the undertaking, details of his Bank accounts and certificates from his Banks regarding satisfactory conduct of Bank accounts, along with the qualifying bid. |                                                                       |
| 21.     | Bidder and (including MSE) must submit Pre-Contract Integrity Pact as per Format 5.13                                                                                                                                                                                        |                                                                                                                                                                                    |                                                                       |
| 22.     | The Bidder and the (including MSE) should not be involved in any litigation which threatens solvency of company.                                                                                                                                                             | Bidder must submit certificate, provided by the chartered accountant/statutory auditor, as per Format 5.18                                                                         |                                                                       |
| 23.     | Bidder (including MSE) should ensure that charges quoted for Point to Point and Internet connectivity should not exceed the TRAI prescribed charges/ceiling limit.                                                                                                           | Bidder should submit the declaration with the technical Bid.                                                                                                                       |                                                                       |

**Format 5.15**  
**Bank / Payment Details from Bidder**

**Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

(Please note to mention RFP Ref. No./Name in particulars while remitting of funds)  
(Also please fill and include this Format in qualifying bid, if Cost of Bid amount has been deposited through NEFT/RTGS)

| Sr. No. |                                                                |            |
|---------|----------------------------------------------------------------|------------|
|         | <b>Bidder's Bank details</b>                                   |            |
| 1       | Name of Bidder's account                                       |            |
| 2       | Account No.                                                    |            |
| 3       | Name of Bank                                                   |            |
| 4       | Branch                                                         |            |
| 5       | IFSC Code                                                      |            |
| 6       | Bidder's contact Nos.                                          |            |
| 7       | Bidder' email id:                                              |            |
|         |                                                                |            |
|         | <b>Details of payment of Cost of Bid Document</b>              |            |
| 1       | Cost of Bid Document                                           | ₹ 50,000/- |
| 2       | Date of NEFT                                                   |            |
| 3       | NEFT Transaction details (UTR)                                 |            |
| 4       | Sender details                                                 |            |
|         |                                                                |            |
|         | <b>In case of transfer of funds from Bank of India account</b> |            |
| 1       | Particulars of Transaction ID                                  |            |
| 2       | Date                                                           |            |
| 3       | Account No.                                                    |            |
| 4       | Cost of Bid document                                           | ₹          |
|         |                                                                |            |

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**  
**(NAME AND DESIGNATION)**

**For and On behalf of** \_\_\_\_\_

**Seal of Company:**

**FORMAT 5.16**

**LITIGATION CERTIFICATE**  
**(To be submitted on the Company's Letter Head)**

To,

The General Manager,  
Bank of India Star House-3,  
PNB-BOI Tower  
C-29, G Block,  
IT Department, 10th Floor,  
BKC, Bandra East  
Mumbai 400051  
Telephone: 022- 6917-9300

Sir/ Madam,

**Reg.: Procurement, Installation and Commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

This is to certify that M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ is not involved in any litigation which threatens solvency of the company.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**Designation:**

**Seal of Company**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**FORMAT 5.17**

**CERTIFICATION FOR LOCAL CONTENT**  
**(To be submitted on the Company's Letter Head)**

To,

The General Manager,  
Bank of India Star House-3,  
PNB-BOI Tower  
C-29, G Block,  
IT Department, 10th Floor,  
BKC, Bandra East  
Mumbai 400051  
Telephone: 022- 6917-9300

Sir/ Madam,

**Ref.:**

**Procurement, Installation and Commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

This is to certify that proposed .....<services as per scope of work> is having the local content of % as defined in the above mentioned RFP & amendment thereto and M/s.....(Bidder name) is .....<mention as applicable:-- 'Class-I Local supplier'/'Class-II Local supplier'/'Non Local supplier'>.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated 04<sup>th</sup> June, 2020.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Statutory Auditor/Cost Auditor**

**Name of CA/Statutory Auditor:**

**Designation:**

**Seal of Company**

**Registration Number:**

**Counter signed by the Bidder:**

**Signature of Authorized Signatory**

**(NAME AND DESIGNATION)**

**For and On behalf of** \_\_\_\_\_

**Seal of Company:**

## FORMAT 5.18

### Format for Self Certification regarding Local Content (LC) for Product, Services or Works

**Ref: Procurement, Installation and Commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

Date:

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

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No:..... dated .....

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein. That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) Order 2017.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Telecom Product/Services/Works for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of LC claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works

xii. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.

xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of .....(Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)  
<Insert Name, Designation and Contact No. and date>

**FORMAT 5.19**

**Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017.**

**(To be submitted on company's Letter Head)**

**Reg.:**

**Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

To:  
Bank of India.

.....

.....

Dear Sir,

**Ref: Your RFP No. .... dated .....**

**Bidder Name:.....**

We, M/s ----- are a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at -----  
----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

- a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.
- b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:
  - \* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.
  - or
  - \*We, the Bidder are from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under

Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.

(\*Delete whichever is not applicable)

c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by Bank of India in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFP and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank of India shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. Bank shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

*" Definitions*

*"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' `vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several 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.*

*"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.*

*"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

"Beneficial owner" for the purpose of above will be as under:

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

*Explanation—*

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;  
b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

Executed at..... On this the ...day of .....  
Authorised Signatory

RFP for Procurement, Installation and Commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024



M/s-----

Signature and Name

Seal of the Bidder

*\*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.*

**FORMAT 5.20  
UNDERTAKING FOR INFORMATION SECURITY COMPLIANCE**

**(This letter should be on the letterhead of both Bidder and OEM duly signed by an authorized signatory)**

To:

The General Manager,  
Bank of India Star House-3,  
PNB-BOI Tower  
C-29, G Block,  
IT Department, 10th Floor,  
BKC, Bandra East  
Mumbai 400051  
Telephone: 022- 6917-9300

Sir,

**Ref: Procurement, Installation and Commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

We hereby undertake that the proposed solution / software / hardware to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application/software being delivered as well as any subsequent versions/modifications done) during entire contract period. If, any case reported, to be fixed by the Bidder without any additional cost to the Bank on immediate basis.

Yours faithfully,

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Business address:** \_\_\_\_\_

**Place:**

**Date:**

**FORMAT 5.21  
KNOW YOUR EMPLOYEE (KYE) COMPLIANCE**

**(This letter should be on the letterhead of Bidder duly signed by an authorized signatory).**

To:

The General Manager,  
Bank of India Star House-3,  
PNB-BOI Tower  
C-29, G Block,  
IT Department, 10th Floor,  
BKC, Bandra East  
Mumbai 400051  
Telephone: 022- 6917-9300

Sir,

**Ref: Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

We ..... (name of the company) hereby confirm that all the manpower (both on-site and off-site) deployed/to be deployed on Bank's project for ..... (Name of the RFP) have undergone our internal KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

1. We undertake and agree to save, defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

2. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report (issued in last six months), character certificate regarding fit and satisfactory conduct, ID card copy, Educational document, etc) to Bank before deploying officials in Bank premises for ..... (Name of the RFP)."

Yours faithfully,

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Business address:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## FORMAT 5.22

### Compliance Statement

**Ref: Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

We certify that except for the following deviations, we agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP.

| Main RFP / Annexure/Format No. | Clause / Sub Clause No. | Deviation | Specific Page no. of the Response |
|--------------------------------|-------------------------|-----------|-----------------------------------|
|                                |                         |           |                                   |
|                                |                         |           |                                   |
|                                |                         |           |                                   |
|                                |                         |           |                                   |
|                                |                         |           |                                   |
|                                |                         |           |                                   |
|                                |                         |           |                                   |
|                                |                         |           |                                   |

Signature of Authorized signatory with seal

Place:

Date:

Note: If there are no deviations the Bidder has to give his response by writing 'NIL' in the statement. If no deviations are mentioned in Format 5.22 it shall be deemed that there is no deviation, irrespective of the fact whether any mention in the bid document anywhere.

**FORMAT 5.23**

**UNDERTAKING FOR SUPPORT SERVICES**

To,

**The General Manager,  
Bank of India Star House-3,  
PNB-BOI Tower  
C-29, G Block,  
IT Department, 10th Floor,  
BKC, Bandra East  
Mumbai 400051  
Telephone: 022- 6917-9300**

Sir/ Madam,

**Ref: Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

We undertake, that adequate specialized expertise is available to ensure that the comprehensive project implementation plan is submitted, support services are responsive and we assume total responsibility for commissioning of proposed solution, the fault free operation of the proposed solution and monitoring, maintenance of the solution during the support period.

We shall provide the service, system spare parts, upgrade and complete maintenance of the system for a period of three years from the date of acceptance of each site, extendable on mutual agreement.

We undertake that during support Period we will maintain an Uptime of 99.90% on monthly basis for the entire/core solution proposed.

Dated this ..... day of ..... 2024

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

**FORMAT 5.24**

**CHECKLIST**

**Ref: Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

The Bidder shall confirm whether following are submitted in their bid. The Bidder shall indicate the page no. at which the details asked below are furnished, otherwise, bid is liable for rejection.

| S.N. | DETAILS                                                                                                                                               | SUBMITTED<br>(Yes/No) | Page No.<br>at which<br>details are<br>enclosed |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------------------|
| 1.   | Technical Solutions given in Technical bid and price/rate/ cost estimate/price performance figures/cost benefit analysis etc. given in price bid only |                       |                                                 |
| 2.   | Bids in two parts in English, sealed and super scribed (2 copies- one original and one photocopy)                                                     |                       |                                                 |
| 3.   | Bid is filed in proper capacity files. Original and Photocopies are filed in separate files. Photocopy is complete.                                   |                       |                                                 |
| 4.   | Cost of RFP ( non-refundable), if downloaded from the Bank's Website & Bid Security(EMD) Submitted in Qualifying & Technical BID (Part- I)            |                       |                                                 |
| 5.   | Duly filled and signed compliance statement in Format-5.22                                                                                            |                       |                                                 |
| 6.   | Soft Copy of <b><u>Technical bid and Price bid</u></b> in MSWORD /MS – Excel format submitted in CD                                                   |                       |                                                 |
| 7.   | Bids Submitted as per Clause-3B                                                                                                                       |                       |                                                 |
| 8.   | Whether the Bid is authenticated by authorized person. Please submit Power of Attorney document.                                                      |                       |                                                 |
| 9.   | Address of Office on which order has to be placed                                                                                                     |                       |                                                 |
| 10.  | Bank and Bidder's scope, deliverable and                                                                                                              |                       |                                                 |

| S.N. | DETAILS                                                                                                                                                                                                | SUBMITTED<br>(Yes/No) | Page No.<br>at which<br>details are<br>enclosed |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------------------|
|      | responsibilities during AMC                                                                                                                                                                            |                       |                                                 |
| 11.  | All the pages are numbered properly                                                                                                                                                                    |                       |                                                 |
| 12.  | All pages are authenticated by sign and seal (Full signature to be affixed and not initials).<br>Erasures/Overwriting/Cutting/Corrections authenticated<br>Certification/Undertaking is authenticated. |                       |                                                 |
| 13.  | The Annual Report and Audited Balance Sheet, Company details and Capabilities submitted as per RFP                                                                                                     |                       |                                                 |
| 14.  | Ownership certificate submitted                                                                                                                                                                        |                       |                                                 |
| 15.  | Details of service support and response time as per this RFP                                                                                                                                           |                       |                                                 |
| 16.  | Price bid as per the Format 5.3 submitted                                                                                                                                                              |                       |                                                 |
| 17.  | Format 5.1.1 included in Technical bid and Format 5.1.2 included in Price bid                                                                                                                          |                       |                                                 |
| 18.  | Non-Disclosure Agreement as per format 5.2                                                                                                                                                             |                       |                                                 |
| 19.  | Whether replica of Price Schedule (Format 5.3) is enclosed in Technical Bid masking price                                                                                                              |                       |                                                 |
| 20.  | Validity of the bid for 12 months mentioned.                                                                                                                                                           |                       |                                                 |
| 21.  | Organizational profile as per Format 5.8 submitted                                                                                                                                                     |                       |                                                 |
| 22.  | Undertaking for support services as per Format 5.9 submitted                                                                                                                                           |                       |                                                 |
| 23.  | Unconditional acceptance of the terms & conditions of the RFP as per format 5.10 submitted                                                                                                             |                       |                                                 |
| 24.  | Manufacturers'/producers' authorization form as per format 5.11 submitted (if applicable)                                                                                                              |                       |                                                 |
| 25.  | Pre-Contract Integrity Pact as per Format 5.12                                                                                                                                                         |                       |                                                 |



| S.N. | DETAILS                                                                                                                        | SUBMITTED<br>(Yes/No) | Page No.<br>at which<br>details are<br>enclosed |
|------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------------------|
| 26.  | NPA Undertaking letter as per Format 5.13                                                                                      |                       |                                                 |
| 27.  | Conformity to eligibility criteria per format 5.14 submitted                                                                   |                       |                                                 |
| 28.  | Service Support Details Form as per Format 5.9                                                                                 |                       |                                                 |
| 29.  | Litigation Certificate as per Format 5.16                                                                                      |                       |                                                 |
| 30.  | Certificate of Local Content as per Format 5.17                                                                                |                       |                                                 |
| 31.  | Self-Certification regarding Local Content (LC) for Network Devices as per Format 5.18                                         |                       |                                                 |
| 32.  | Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017 as per Format 5.19 |                       |                                                 |
| 33.  | Undertaking for Information Security Compliance as per Format 5.20                                                             |                       |                                                 |
| 34.  | Know your employee (KYE) Compliance as per Format 5.21                                                                         |                       |                                                 |

### Annexure A – Location Address

**Ref: Procurement, Installation and commissioning of Critical Links at Central Locations RFP Ref No. BOI/HO/IT/Critical-Links/RFP-01/2024 Dated: 18.01.2024**

#### **Bank of India Location 1:**

Bank of India Building, 2nd floor,  
Plot No.11, Sector-11,  
CBD Belapur, Navi Mumbai 400614 - Maharashtra

#### **Bank of India Location 2:**

Bank of India, C/o. DXC Technology  
EIT Services Pvt. Ltd., #39/40, HP Avenue,  
Electronic City, Phase – 1,  
Bangalore – 560100, Karnataka

#### **Bank of India Location 3:**

Bank of India, Ctrl's Datacenter, building 3  
DNA Rd, Electronic Zone, MIDC Industrial Area,  
Mahape, Navi Mumbai, 400705 - Maharashtra

#### **Bank of India Location 4:**

Bank of India, Yotta Greater Noida  
Plot No 7, Tusiana Village,  
knowledge Park V, Greater Noida,  
Uttar Pradesh, 201301

#### **FIS Location 1:**

FIS Payment Solution & Services India Pvt. Ltd.  
C/o CTRL S DC, Plot no GEN 72/1/A,  
TTC Industrial Area, Mahape, Navi Mumbai, 400701

#### **FIS Location 2:**

FIS Payment Solution & Services India Pvt. Ltd.  
C/o Netmagic Solutions Pvt. Ltd. No.  
9\88/A SVR Platinum Besides KSSIDC Complex,  
Electronic City Phase 1, 560100

#### **ATOS Location:**

Worldline C/o GPX India Limited  
Unit A-001, Boomerang Chandivali Farm Road,  
Near Chandivali Studio, Andheri (East), Mumbai 400072