Request for Proposal Document

(RFP)

For

Network and Telecom Managed Services

For
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SL #</th>
<th>CONTENT</th>
<th>PAGE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Table of Contents</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Document Control Sheet &amp; Disclaimer</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td><strong>Section - I</strong> – Background</td>
<td>4</td>
</tr>
<tr>
<td>4</td>
<td>Guidelines for Bidders</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>Expected Commissioning Time / Bid Security (EMD) / Eligible Criteria</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>General Instructions</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td><strong>Section - II</strong> – Procedure for Submission of Bids</td>
<td>8</td>
</tr>
<tr>
<td>8</td>
<td>Clarification of Bid Document / Language of Bids / Bid Prices</td>
<td>9</td>
</tr>
<tr>
<td>9</td>
<td>Firm Prices / Bidder Qualification/Discount</td>
<td>10</td>
</tr>
<tr>
<td>10</td>
<td>Bid Security (EMD)</td>
<td>11</td>
</tr>
<tr>
<td>11</td>
<td>Period of Validity of Bids / Format &amp; Signing of Bid/ Local Conditions</td>
<td>12</td>
</tr>
<tr>
<td>12</td>
<td>Modification &amp; Withdrawal of Bids / Address for Correspondence / Opening of Bid</td>
<td>13</td>
</tr>
<tr>
<td>13</td>
<td>Preliminary Examination / Post Qualification</td>
<td>14</td>
</tr>
<tr>
<td>14</td>
<td>Bid Evaluation Process / Financial Bidding Process</td>
<td>15</td>
</tr>
<tr>
<td>15</td>
<td>Acceptance of Bids / Signing of Contract / Performance Security</td>
<td>15</td>
</tr>
<tr>
<td>16</td>
<td><strong>Section – III</strong> - Definitions</td>
<td>17</td>
</tr>
<tr>
<td>17</td>
<td>Intellectual Property Rights and Patent Rights / Indemnity</td>
<td>19</td>
</tr>
<tr>
<td>18</td>
<td>Inspection &amp; Quality Control Tests</td>
<td>20</td>
</tr>
<tr>
<td>19</td>
<td>Inspection and Quality Control Tests/Manuals /Payment against Bank Guarantee</td>
<td>20</td>
</tr>
<tr>
<td>20</td>
<td>Liquidated Damages / Termination for Convenience / Force Majeure</td>
<td>22</td>
</tr>
<tr>
<td>21</td>
<td>Dispute Resolution / Address for Notices</td>
<td>23</td>
</tr>
<tr>
<td>22</td>
<td>Bidder’s Integrity</td>
<td>25</td>
</tr>
<tr>
<td>23</td>
<td>Bidder’s Obligations</td>
<td>26</td>
</tr>
<tr>
<td>24</td>
<td>Contract Prices / Information Security</td>
<td>29</td>
</tr>
<tr>
<td>25</td>
<td>Term and Extension of the Contract / Termination/ Confidentiality</td>
<td>32</td>
</tr>
<tr>
<td>26</td>
<td>Consequences of Termination</td>
<td>34</td>
</tr>
<tr>
<td>27</td>
<td>Penalty / Insurance</td>
<td>36</td>
</tr>
<tr>
<td>28</td>
<td><strong>Section – IV</strong> – Scope of work</td>
<td>38</td>
</tr>
<tr>
<td>29</td>
<td>Service Level Agreement</td>
<td>49</td>
</tr>
<tr>
<td>30</td>
<td><strong>Section – V</strong> - Bid Forms / Technical Bid Form</td>
<td>53</td>
</tr>
<tr>
<td>31</td>
<td>Commercial Price Bid Form</td>
<td>55</td>
</tr>
<tr>
<td>32</td>
<td>Non Disclosure Agreement</td>
<td>56</td>
</tr>
<tr>
<td>33</td>
<td>Price Schedule Format</td>
<td>58</td>
</tr>
<tr>
<td>34</td>
<td>Contract Form</td>
<td>59</td>
</tr>
<tr>
<td>35</td>
<td>Performance Security Form</td>
<td>61</td>
</tr>
<tr>
<td>36</td>
<td>Unconditional Acceptance of Term &amp; Condition of the RFP</td>
<td>64</td>
</tr>
<tr>
<td>37</td>
<td>Deed of Indemnity</td>
<td>66</td>
</tr>
<tr>
<td>38</td>
<td><strong>Section – VI</strong> – Annexure A</td>
<td>69</td>
</tr>
<tr>
<td>39</td>
<td>Annexure B</td>
<td>70</td>
</tr>
</tbody>
</table>
IDBI Bank Ltd.  

RFP For Network and Telecom Managed Services

---

### Document Control Sheet

<table>
<thead>
<tr>
<th>Name of the Company</th>
<th>IDBI Bank Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of issue</td>
<td>18-January-2013</td>
</tr>
<tr>
<td>Cost of the Bid Document</td>
<td>Rs.5,000/- (Rupees One Thousand Only) in the form of Demand Draft / Bankers Cheque from a Scheduled Bank in favor of ‘IDBI Bank Limited’, payable at Mumbai only to be submitted along with the Bid.</td>
</tr>
<tr>
<td>Last Date and Time for Receipt of Bids</td>
<td>08 -February-2013 up to 14.00 Hours</td>
</tr>
<tr>
<td>Schedule for Opening of Technical Bids</td>
<td>08 -February-2013 at 15.30 Hours</td>
</tr>
<tr>
<td>Schedule for Opening of Commercial Bid</td>
<td>Date &amp; Time will be intimated to the shortlisted bidders</td>
</tr>
</tbody>
</table>
| Place of Opening of Bids | IDBI Intech Ltd.  
IDBI Building, Plot No.39-41, Sector-11, CBD Belapur, Navi Mumbai – 400 614 |
| Address for Communication | As given above |

---

Note:
1. This tender document is the property of Bank. & is not transferable.

---

**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 IDBI Bank Limited (“Bank”), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by Bank to any parties other than the applicants who are qualified to submit the bids (“bidders”). 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 may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
Section I

Background

IDBI Bank Ltd (“Bank”) is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a deemed banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949). Bank is also a Scheduled Bank as notified by the Reserve Bank of India under the Reserve Bank of India Act, 1934. Bank is engaged in providing finance to industries and banking business.

Guidelines for Bidders

Purpose - The purpose of the present notice inviting the bid for Network and Telecom Managed Services to the IDBI Bank

Summary of the Requirement:

The services required by IDBI Bank as part of the project:

- Support the Wide Area Network (WAN) infrastructure of IDBI Bank
- Monitoring and management of WAN network using Network Monitoring Services (NMS) tools.
- Configuration and fault management of the routers
- Support services for routers at the core access and distribution locations
- Support services for Leased Lines, MPLS, ISDN, VSAT, RF, WIMAX, 1G/3G, VOICE links, CDMA and other Technologies

Please refer to detailed service deliverables in the Scope of Work (Section– IV)

Eligibility Criteria

a) The bidder should be a registered corporate in India registered under the Companies Act, 1956 or a company/statutory body owned by Central / State Government.

b) The bidder should have an annual turnover of Rs. 25 crore in the last two Financial Years and should be a net profit making company in the last two financial years. The financials should be of the bidder only.

c) The bidder should be in the business of installing, commissioning and managing of Network and Telecom managed services in all over India for last two years.

d) The bidder should be ISO 9001:2000 certified.

e) The bidders should have provided such services to at least 2 PSUs (1 compulsorily a PSU Bank) with minimum 500 branches in each year in the last 2 financial years.

f) The bidder should directly provide the managed services to the Bank. No subcontracting of the services is permitted.

g) The direct support locations should cover more than 60% of the geographical spread of the locations of IDBI Bank Ltd. as per the annexure A where the Network and telecom managed services will be delivered, installed & maintained. The vendor should submit a list of support center addresses, contact person/s with numbers & the resolution/response matrix for above locations.

h) The bidder should not be on the negative list of any public sector bank/Government organization

i) All the deployed resources should be direct employees of the bidder.
Documents to be submitted along with the Bid:

1. Technical Bid – Separate Envelope
   1) Unconditional Acceptance of Terms and Conditions
   2) Memorandum and Articles of Association
   3) Audited Balance sheet of last two financial years
   4) 2 years experience certificate /PO
   5) ISO Certification
   6) Fulfillment of Eligibility Criteria
   7) No vigilance/black listing/negative list/court case - self declaration.
   8) List of direct support location mapped with IDBI Bank branch locations as per annexure A
   9) Client certificate / PO / support documents having minimum 500 branches in each year in the last 2 financial years.
   10) Copy of registration certificate regarding Sales Tax / VAT.
   11) Certified true copy of Board Resolution towards authorizing the signatory to sign all documents in respect of RFP including the commercial bid.

2. Commercial Bid Form – Separate Envelope as given in Section - V.

Bid Evaluation Criteria

1. The vendor shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, is liable for rejection. Any decision of IDBI Bank Ltd in this regard shall be final, conclusive and binding on the vendor.

2. The Financial Bid will be opened only if the Technical Bid is cleared and accepted.

3. L1 vendor will be arrived at by considering the lowest bid received for Network and Telecom Managed Services (refer the Commercial Bid Form -Section – V)).

4. Vendors are also required to quote separately for the Other service Charges (B) (refer the Commercial Bid Form -Section – V), This will not be considered for determining the L-1 vendor.

5. All bidders will have to necessarily quote for the other service charges (B) without which the bid will be treated as invalid.

6. The cost for the each service mentioned in Other Service Charges (B) to be borne by the L1 vendor will be lowest of the following:

   Taking the average of price quoted by all the bidders (other than L1 vendor) for Other Service Charges
   or
   the prices quoted by the L1 vendor for Other Service Charges

In case of any abnormality, the Bank’s decision will be final.
7. General Instructions

1. The bid consists of two parts namely, Technical Bid and Financial Bid, which are required to be submitted in two separate sealed covers marked as "Technical Bid" and "Commercial Bid".
2. All the bids, duly addressed to Advisor (IT), IDBI Bank Limited and must be submitted in person to the IDBI representative mentioned below at the following address on or before the due date specified (08-February-2013)

   Shri. Ujwal Shastrakar.
   IDBI Intech Limited, IDBI Building,
   Plot No.39-41, Sector-11, CBD Belapur, Navi Mumbai – 400614.

3. Bank reserves the right to accept or reject in part or full any or all the bids without assigning any reason whatsoever. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.
4. Decision as to any arithmetical error, manifest or otherwise in the response to Bid Document shall be decided at the sole discretion of Bank and shall be binding on the Bidder. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.
5. Bank reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.
6. Interested Bidders may obtain further information from Mr. Ujwal Shastrakar / Mr. Uddhav Gaikwad, IDBI Intech Ltd, Plot No.39-41, Sector-11, CBD Belapur, Navi Mumbai – 400614, Phone No. 022-39148037 /022-39148091 between 15.00 hrs to 18.00 hrs on working days or email to ujwal.shastrakar@idbiintech.com / uddhav.gaikwad@idbiintech.com.
7. Modification to the Bid Documents, if any, will be made available as addendum on the Internet and / or emailed to the prospective bidders.
8. The Bid Documents may be downloaded from the Bank’s website www.idbibank.com and submitted at the above mentioned address.
9. If a holiday is declared on any of the dates mentioned above, the bids shall be received /opened on the next working day at the same timings specified above.
10. Successful bidder would sign the Agreement with Bank at Mumbai only.
11. Bidder will need to work in parallel along with other vendors / contractors at site to ensure timely completion of the work at the site. The bidder’s engineers may have to visit the site multiple times, if required, at no extra cost.
12. Each vendor shall submit only one proposal.
13. Quotation shall remain valid for a period of 90 days from date of submission of Commercial Bid.
14. Prices quoted should be all inclusive – i.e. inclusive of Taxes / Duties / Statutory levies excise duty, sales tax, VAT and charges for packing, forwarding, freight, transit insurance, loading and unloading.
15. The price quoted by the Vendor cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.
16. The price quoted is to be written in words as well as figures and in case of discrepancies the prices written in words shall be considered to be correct.
17. All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.
18. IDBI Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
19. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
20. IDBI Bank reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations at any time prior to award of the contract.
21. Bidder has to submit the Performance Bank Guarantee for 15% of total contract value upfront at the time of signing of the contract. (Please refer the Section-II for Performance Bank Guarantee details).
22. Apart from the above, the company profile, past experience and performance track record of the bidder in the area of the Assignment, methodology to be adopted to carry out the Assignment, delivery schedule, service support, price, etc. shall be some of the important criteria in selecting the bidder.
23. Bidder will have to sign detailed Agreement along with Non-Disclosure Agreement (NDA) with IDBI Bank to protect any shared sensitive information / data.
24. During the period of evaluation, bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking the explanation.
25. IDBI Bank decision in respect to evaluation methodology and short-listing bidders will be final and no claims whatsoever in this respect will be entertained.
26. No charges shall be levied during handover period.
27. The bidder is expected to deploy their own industry standard tools.
28. Commencement of Network and Telecom Managed Services should be within 15 days after signing of the agreement.
29. The Bidder shall bear all costs for the execution, stamp duty and submission of the contract and agreements (SLA, NDA etc). Bank shall not be responsible or liable for reimbursing/compensating these costs.
Section II

Procedure for Submission of Bids

General:

1. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to Bank for necessary clarifications and/or confirmation.

2. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall initial each page of the Bid Documents.

3. The bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations. The bid submitted in case of a consortium shall be rejected without assigning any reason thereof.

4. The bid shall contain the full name, address, telephone no.(mobile no and landline), fax no. and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the bid transaction.

5. The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

6. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

7. The Bid Security as specified in Section I should be paid along with the Bid Document during submission. Bids without the Bid Security shall be rejected.

8. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.

9. Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which Bank considers appropriate or deem fit. Any adjustments so made by Bank shall be stated to the Bidder, if Bank makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of Bank and shall be final, conclusive and binding on the Bidder.

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

11. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid
Documents, shall be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

12. The Bidder cannot quote for the project in part.

13. Each bid shall be properly Superscripted as “Technical and Commercial / Financial Bid for Network and Telecom Managed services” as the case may be and submitted simultaneously in sealed envelopes at the above mentioned address.

14. Bank is not bound to accept the lowest or any bid and has the right to reject any bid without assigning any reason whatsoever. Bank also reserves the right to re-issue/re-commence the bid/bid process. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

15. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder’s risk and may result in the rejection of the Bid by Bank. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

16. The Bidder shall prepare the bid based on details provided in the Bid documents. It must be clearly understood that the quantities, specifications and drawings are intended to give theBidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by Bank.

17. Bank reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring Bank to do the aforesaid.

**Clarification of Bid Document**

Any prospective Bidder requiring clarification of the Bid Document may notify Bank in writing at the mailing address indicated in **Section I**. Bank will respond in writing, to any request for clarification of the Bid Document, received not later than the dates prescribed in **Section I** of this Bid Document. Bank’s response (including an explanation of the query but without identifying the source of inquiry) will be posted on Bank’s website.

**Language of Bids**

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and Bank, shall be written in the English language.

**Bid prices:**

1. The Bidder shall indicate the unit prices and total bid prices of the services, it proposes to provide under the contract.

2. The prices quoted should be written both in figures and words. In case of any discrepancy, the price mentioned in words will be treated as correct and will be relied upon.

3. The total price quoted must be inclusive of cost of supply and providing services during the service period. The prices quoted will be inclusive of all applicable taxes including sales tax, VAT, duties, levies, charges, Road Permits/Entry Tax, Service tax, etc. Octroi / Entry Tax payable will be exclusive as
applicable at actual on submission of original Octroi receipt, drawn in the name of “IDBI Bank Ltd”. Applicable taxes would be deducted at source, if any, as per prevailing rates.

4. **The prices quoted should be valid for a period of 3 years.** The contract shall be reviewed at the end of each year subject to bidder’s satisfactory performance of the contract and then can be extended for a further period of 1 year subject to a maximum period of 3 years.

5. The unit prices quoted in Price Bid will be used to calculate charges for further orders over and above the projected quantities, if any. The prices quoted will be applicable for adhoc requests also, if any.

6. In the absence of above information a bid may be considered incomplete and summarily rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

7. Bidder shall provide managed services strictly in accordance with the requirements detailed under the Scope of Work of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document and to complete the Work duly operable and safe as per the best industry practice.

8. Bank reserves the right to modify the total quantities subject to a variation of ± 25%. The Bidder shall not and hereby waive any or all objections that it might have at the relevant point of time.

**Firm Prices**

Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

**Discount**

(a) The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be considered or taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, IDBI Bank in its discretion, shall avail such discount at the time of award of contract.

(b) After the acceptance of the Technical Bids of the short listed Bidders, but before the opening of the Financial Bids, IDBI Bank, may offer the short listed Bidders to indicate the discounts offered in sealed cover, if any, on the Financial Bids. The final price quoted by the Bidder will be the price so indicated in the Financial Bids less the discount offered.

**Bidder Qualification**

1. The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought
and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and the Principal Officer.

2. It is further clarified that the individual signing the Bid or other documents in connection with the bid must certify whether he/she signs as Constituted Attorney of the firm / company.

3. The Bidder shall sign the bid with the exact name of the firm to whom the contract is to be issued. The bid shall be duly signed and sealed by an executive officer of the Bidder’s organization. Each bid shall be signed by a duly authorized officer.

4. The Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the bidder.

5. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. Bank may reject outright any bid not supported by adequate proof of the signatory’s authority.

**Bid Security (EMD)**

A Bid Security of Rs.2,00,000/- (Rupees two lakh only) by way of demand draft or pay order in favour of ‘IDBI Bank Limited’ payable at Mumbai.

1. The Bid Security will not bear any interest and this amount shall be forfeited in the event of any evasion, avoidance, refusal or delay on the part of the bidder to sign and execute the order/purchase order/service order or any other documents, as may be required by Bank in case the Tender is accepted.

2. Bid security amount of unsuccessful Bidders will be returned within a period of 90 (Ninety) days from the date of award of contract.

3. The successful Bidder’s Bid Security amount will be discharged upon the Bidder signing the contract and furnishing of the Bank Guarantee and other guarantee(s)/security in the form and manner to the satisfaction of Bank, within the stipulated time.

4. The Bid Security amount shall be forfeited/Bank Guarantee shall be revoked if:

   a. The Bidder withdraws his bid during the bid validity period; or

   b. The Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or

   c. The successful Bidder fails to sign the contract or furnish performance security and other guarantee(s)/security in the form and manner to the satisfaction of Bank, as mentioned in the Bid Documents.
Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

**Period of Validity of Bids**

1. Bids should be valid for 90 (ninety) days from the last date of submission. A bid valid for a shorter period may be rejected by Bank as non-responsive. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

2. In exceptional circumstances, Bank may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of Bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder granting the request will not be permitted to modify its bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

**Format and Signing of Bid**

1. The Bidder shall submit Only One Original set of the bid.

2. The original bid shall be typed or written legibly. The original shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

3. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the bid.

4. The bid should be a complete document and should be bound as a volume. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

5. Each page should be stamped and initialed by authorized signatory.

6. The Bidders shall seal and mark the Bid accordingly.

7. If the outer cover of the bid is not sealed and marked appropriately, Bank will assume no responsibility for the bid's misplacement or premature opening.

**Local Conditions**

1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.

2. The Bidder and any of their personnel or agents / subcontractors will be granted permission by Bank to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, their personnel and agents/ subcontractors shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses.

3. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the Bid Documents. Bank shall not entertain any request for clarification from the bidder regarding such local conditions.
4. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bid Documents will be entertained by Bank and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Bank on account of failure of the bidder to appraise themselves of local laws / conditions.

**Last Date for Receipt of Bids**

1. Bids will be received by Bank on the date and at the address specified under Section I.
2. In the event of the specified date for the receipt of bids being declared a holiday for the Bank, the bids will be received upto the appointed time on the next working day.

**Late Bids**

Any bid received by Bank after the last date for receipt of bids prescribed by Bank, will be rejected and/or returned unopened to the Bidder. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

**Modification and Withdrawal of Bids**

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by Bank prior to the last date prescribed for submission of bids.
2. The Bidder should submit its modified bid in wholesome as a replacement of its previous bid.
3. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this document.
4. No bid may be modified subsequent to the last date for receipt of bids.
5. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its Bid Security.

**Address for Correspondence**

The Bidder shall designate the official mailing address, place and fax number to which all correspondence shall be sent by Bank.

**Opening of Bids**

1. On the basis of information furnished in the Technical Bid, Bidders will be qualified and shortlisted. The bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.
2. Only technically qualified (shortlisted) bidders will be allowed to participate in commercial bid.
3. The bidders' names, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as Bank, at its discretion, may consider appropriate or deem fit will be announced at the bid opening.

Clarifications

When deemed necessary, Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the bidder to change or cause any change in the substance of the bid submitted or price quoted.

Preliminary Examination

1. Bank will examine the bids to determine whether they are complete, whether any computational/arithmetical errors have been made, whether required Bid Security has been furnished, whether the Bid Documents have been properly signed, and whether the bids are generally in order.

2. 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 Bidder does not accept the correction of the errors, its bid will be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder. If there is a discrepancy between words and figures, the amount in words will prevail.

3. A bid determined as not substantially responsive will be rejected by Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

4. Bank may waive any minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

Contacting Bank

1. No Bidder shall contact Bank on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

2. Any effort by a Bidder to influence Bank's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

Post Qualification

1. Bank will determine to its satisfaction whether the Bidder selected as having submitted the best-evaluated responsive bid is qualified to satisfactorily perform the Contract. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

2. This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities and track record. It will be based upon an examination of the documentary evidence submitted by the Bidder.

3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the bid, in which event; Bank will proceed to the next best-evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
Bid Evaluation Process

1. To meet Bank's requirements, as spelt out in the Bid Document, the selected Bidder must have the requisite experience and expertise in providing Network and telecom managed services, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required infrastructure and provide the services sought by Bank for the period of the contract.

2. Bank reserves the right to modify/amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation Bank may seek specific clarifications from any or all Bidders.

Financial Bidding Process

In this phase, Commercial bids will be open of the shortlisted Bidders who are technically qualified. The date and time would be provided to the shortlisted Bidders separately. Bank shall however not bind itself to accept the lowest bid or any bid and reserves the right to accept any bid, wholly or in part.

Bank’s Right to Accept Any Bid and to Reject Any or All Bids

Bank reserves the right to accept/reject any bid and to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

Acceptance of Bid

Prior to the expiration of the period of bid validity, Bank will notify the successful Bidder in writing, that its bid has been accepted.

Signing of Contract

1. After Bank notifies the successful Bidder that, its bid has been accepted; the Bidder should sign the Agreement/Contract Form. The Agreement/Contract would be signed in Mumbai only and stamped as per Maharashtra Stamp Duty Act (given in Section V). Fresh Agreement/Contract has to be signed for the extended period (every year), if any, as per the Maharashtra Stamp Duty Act.

2. The successful Bidder shall sign the Agreement/Contract Form at Mumbai within 15 days of receipt of notification of award of contract. All the charges/stamp duty will be borne by the bidder.

Performance Security/Bank Guarantee

1. The successful Bidder shall furnish the performance Bank guarantee within 15 days of the receipt of acceptance by Bank, as per the format in Section V.

2. The value of the performance bank guarantee will be 15% of the total contract value.

3. The performance security shall be denominated in Indian Rupees and shall be in one of the following forms:
i. A bank guarantee issued by a scheduled commercial bank and directly forwarded to Bank.
   Or
ii. A banker's cheque / demand draft, issued by a scheduled commercial bank.

4. The proceeds of the performance security shall be payable to Bank as compensation for any loss or
damage resulting from the Bidder's failure to complete its obligations under and in accordance with the
Contract.

5. The Performance Bank Guarantee (PBG) should be valid for a period of 1 (One) year from the date of
the Contract period i.e. 1½ years from the date of issue of LOI/PO and the claim period should be for six
months or 180 days. The PBG will have to be renewed/resubmitted with fresh validity and claim period
in case of extension of the contract.

6. Failure of the successful Bidder to comply with the requirement of the performance bank guarantee
shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in
which event Bank may award the Contract to the next best evaluated Bidder or call for new bids. Any
decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

7. The performance security will be discharged by Bank and returned to the successful Bidder within 180
(one hundred eighty) days after each service period of 1 year.
Definitions
In this Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

1. "The Contract" means the agreement entered into between Purchaser and the Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for providing the Network and Telecom Managed services, as inclusively stated under sections Service Level Expectations and Specifications Systems & Solutions and scope.

2. “Bidder” or "Contractor" or "Managed Service provider" means any person / persons / firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.

3. "IDBI Bank Ltd" or “The Purchaser” means Industrial Development Bank of India Limited including its successors and assigns.

4. "The Contract Price" means the price/compensation payable to the Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.

5. "Service(s)" means all the services, which the Bidder is required to provide and/or procure to the Purchaser under and in accordance with the Contract.

6. “Service Period" means the period of 1 year commencing from the date of contract.

7. In case of a difference of opinion on the part of the Bidder in comprehending and /or interpreting any clause / provision of the Bid Documents after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive and binding on the Bidder.

8. “Acceptance of Bid” means the letter/fax or any memorandum communicating to the Bidder the acceptance of his Bid and includes an advance acceptance of his Bid.

9. “Business Day” means any day that is not a Sunday or a public holiday (as per the official holidays observed by IDBI Bank Ltd).

10. "Confidential Information" means, (i) intellectual property information including Intellectual Property Information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.

11. “Commissioning” means the System shall be considered to have been commissioned, when entire job, including supply, installation, configuration, integration, successful testing of all hardware & software is executed to the satisfaction of the Purchaser.

12. “Document” means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programmes, software and / or databases or microfilm or computer generated microfiche or similar device.

13. “Effective Date” means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
14. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

15. “Parties” means the Purchaser and the Bidder and “Party” means either of the Parties.

16. “Site” means the place in which the operations/services are to be carried out or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

Interpretation

In this Contract unless a contrary intention is evident:

1. The clause headings are for convenient reference(s) only and do not form part of this Contract;
2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
4. A word in the singular includes the plural and a word in the plural includes the singular;
5. A word importing a gender includes any other gender;
6. A reference to a person includes a partnership and a body corporate;
7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of IDBI Bank Ltd.
10. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

Conditions Precedent

This Contract is subject to the fulfillment of the following conditions precedent by the Bidder.

1. Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security) as mentioned in Section II, as per the format given in Section V.
2. Execution of a Deed of Indemnity as per format given in Section V.
3. Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.
4. Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder.
5. Furnishing of such other documents as the Purchaser may specify, including but not limited to definitive documents.

Use of Contract Documents and Information

1. The Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in Section V. The Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this Contract. The Bidder shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or
information or data or drawings / designs furnished by or on behalf of Purchaser 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 utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

2. The Bidder shall not, without Purchaser 's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.

3. Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the Contract, if so required by Purchaser.

4. The Bidder shall sign the Non-Disclosure Agreement as per format provided in Section V.

Intellectual Property Rights and Patent Rights

1. Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and products which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

2. Further, the Bidder shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the information technology system installed by the Bidder, shall be acquired in the name of the Purchaser, prior to termination of this Contract and which shall be assigned by the Purchaser if necessary under the applicable laws or otherwise to the /Bidder for the purpose of execution of any of its obligations under the terms of the Bid, or this Contract. However, subsequent to the term of this Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of the Purchaser.

3. The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or any sub-Bidder during the course of performance of the Services.

Indemnity

The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favour of the Purchaser in a form and manner, as given in Section V, indemnifying the Purchaser its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of patent, trademark, Intellectual
Property Rights, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise.

**Inspection and Quality Control Tests**

1. Purchaser's right to inspect, test and where necessary, reject the goods after the goods’ arrival at the destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by Purchaser or its representative prior to the goods' shipment from the place of origin.
2. Nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.
3. Purchaser’s has the right to inspect and test the goods at bidder plant at any time during the contract period.

**Manuals**

1. The Bidder must along with the equipment, supply all relevant manuals for the systems delivered / installed. The manuals shall be in English.
2. Unless and otherwise agreed, the equipment(s) shall not be considered to be completely delivered for the purpose of taking over, until such manuals as may be necessary are provided to Purchaser.
3. System manuals should include the specifications of the various equipments supplied.

**Payment against Bank Guarantee:**

For all the payments to be made against bank guarantee, the same shall be issued by a Scheduled Commercial Bank as acceptable to Purchaser and forwarded directly to the Purchaser by the issuing Bank.

**Change Orders/Alteration/Variations**

1. The Bidder agrees that the requirements given in specifications, charts, etc in the Bid Documents are minimum requirements of mere indicative nature and are in no way exhaustive. It shall be the responsibility of the Bidder to meet all the requirements of specifications, charts, etc and other criteria contained in the Bid Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the Bid Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to Purchaser. Further upward revisions and or additions required to make Bidder’s selected equipment and installation procedures to meet Bid Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Purchaser. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the Bid Documents which the Bidder had not brought out to the Purchaser’s notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.
2. Purchaser may, at any time, by a written order given to the Bidder, make changes within the general scope of the Contract in any one or more of the following:
   a. Functional specification
   b. The Services to be provided by the Bidder
3. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder’s performance or observance of any provisions under the Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended as may be decided by Purchaser. Any claims by the Bidder for adjustment under this clause must be asserted within 30 (thirty) days from the date of knowledge of Purchaser’s change order by the Bidder.

4. Any change order as stated above comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a “Variation”) shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.

5. If the Contract provides applicable rates for the valuation of the variation in question, the Contract price shall be increased or decreased in accordance with those rates.

6. Any change order shall be duly approved by the Purchaser (including any modification/change in the Contract Price) in writing.

7. If there is a difference of opinion between the Bidder and Purchaser whether a particular work or part of the work constitutes a change order or not, the decision of the Purchaser shall be final, conclusive and binding on the Bidder.

**Contract Amendments**

No variation in or modification of the terms of the Contract shall be made, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties.

**Delays in the Bidder’s Performance**

1. Performance of the Contract shall be made by the Vendor / Bidder in accordance with the scope of work specified by IDBI Bank.

2. A delay by the Vendor / Bidder in the performance of its Contract obligations shall render the Vendor / Bidder liable to any or all the following sanctions:
   i. Forfeiture of its performance guarantee
   ii. Imposition of liquidated damages, and / or
   iii. Termination of the Contract for default

3. If at any time during performance of the Contract, the Vendor / Bidder or its consortium partners encounter conditions impeding timely completion of the Service(s) under the Contract and performance of Service(s) / System, the Vendor / Bidder shall promptly notify IDBI Bank in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Vendor’s / Bidder’s notice, IDBI Bank shall evaluate the situation and may at its discretion extend the Vendor’s / Bidder’s time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

4. The termination of the contract with the Vendor / Bidder shall not restrict IDBI Bank from entering into a agreement with any other party who shall be the successor to the Vendor / Bidder.
Liquidated Damages

1. If the Vendor fails to deliver any or all of the Service(s) or perform the Services within the time period(s) specified in the Contract / Agreement, IDBI Bank shall, without prejudice to its other rights and remedies under and in accordance with the Contract / Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% per week or part thereof of Contract price subject to maximum deduction of 10% of the order value of the delayed Service(s) or unperformed Service(s). In case of undue delay beyond a period of 15 days unless otherwise waived by the IDBI Bank / Purchaser, Purchaser may consider termination of the Contract.

2. If the Vendor fails to meet the requirements under Service Level Agreement or if the Vendor repudiates the Contract before completion of the Services, IDBI Bank/the Purchaser may without prejudice to any other right or remedy available to IDBI Bank / the Purchaser as under the Contract recover from the Vendor, as ascertained and agreed liquidated damages and not by way of penalty.

3. IDBI Bank / Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Vendor in its hands (which includes IDBI Bank's/ the Purchaser's right to claim such amount against Vendor's Bank Guarantee) or which may become due to the Vendor. Any such recovery or liquidated damages shall not in any way relieve the Vendor from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract / Agreement.

Termination for Convenience

Notwithstanding the provisions of the Contract and/or the Bid Documents the Purchaser, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser’s convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.

Force Majeure

1. Notwithstanding the provisions of this RFP the bidder shall not be liable for forfeiture of its Performance Bank Guarantee, 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 / Agreement is the result of an event of Force Majeure.

2. For purpose of this Clause “Force Majeure” means war or revolution, terrorist act, fire, flood, earthquake, epidemic and quarantine restriction.

3. If a Force Majeure situation arises, the bidder shall promptly notify IDBI Bank in writing of such conditions and the cause thereof. Unless otherwise directed by IDBI 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. IDBI Bank may terminate the Contract / Agreement, by giving a written notice of minimum 30 (Thirty) days to the bidder, if as a result of Force Majeure the Vendor is unable to perform a material portion of the Service(s) for a period of more than 60 (Sixty) days.
Dispute Resolution

The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:

(i) The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.

(ii) The matter will be referred for negotiation between Mr. Dinyar F. Sutaria of the Purchaser and Mr. __________ of the Bidder. The matter shall then be resolved by them and the agreed course of action documented within a further period of 30 days.

The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

The provision under this section survives the contract.

Addresses for Notices

1. All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) 3 (three) days after being given to a reputed courier with a reliable system for tracking delivery, (iii) upon receipt of confirmation receipt when sent by facsimile; or (iv) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (v) when sent by electronic mail. All notices and other communication shall be addressed as follows:

<table>
<thead>
<tr>
<th>In the case of Purchaser</th>
<th>IDBI Bank Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>IDBI Building, Plot No.39-41, Sector-11, CBD Belapur, Navi Mumbai – 400 614, Maharashtra</td>
</tr>
<tr>
<td>Attn:</td>
<td>Shri. Dinyar F. Sutaria</td>
</tr>
<tr>
<td>Tel:</td>
<td>+91-22-39148047, Fax: +91-22-27566313</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:dinyar.sutaria@idbiintech.com">dinyar.sutaria@idbiintech.com</a></td>
</tr>
</tbody>
</table>
2. A party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.
Taxes and Duties
1. Bidder will be entirely responsible for all applicable taxes, duties, levies, impost, costs, charges, license fees, road permits etc., in connection with delivery of equipment at site including incidental services and commissioning. Payment of octroi /entry tax, if applicable, will be made at actual, on production of suitable evidence of payment by the Bidder.
2. Income / 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.
3. Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser 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 Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.
4. The Bidder’s staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
5. The Bidder shall also be responsible for having his sub-Bidder(s) under this sub-contract(s) on account of payment received by the sub-Bidder(s) from the Bidder for works done under the sub-Bidder(s) for which Purchaser will in no case bear any responsibility. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder’s details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The Bidder and his sub-Bidder(s) or their personnel shall bear all the taxes if any, levied on the Bidder’s, sub-Bidder’s and Bidder’s personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.
6. The Bidder agrees that he and his sub-Bidder(s) shall comply with the Income-tax Act in force from time to time and pay Income -tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
7. Should the Bidder fail to submit returns/pay taxes in times as stipulated under the Income -tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.
8. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

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

1. The Bidder is obliged to work closely with Purchaser’s staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Bidder will abide by the job safety measures prevalent in India and will free Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder’s negligence. The Bidder will pay all indemnities arising there from and will not hold Purchaser responsible or obligated.

2. The Bidder would be required to install and implement the requisite support and information technology infrastructure (mentioned in Section IV) to enable the Purchaser to meet the operational objectives. It will be the Bidder’s responsibility to ensure the proper and successful implementation and continued operation of the proposed branch/ Sites/Hardware/Software.

3. In addition to the aforementioned, the Bidder shall perform the Services at various locations specified by the Purchaser and establish the necessary infrastructure, including but limited to setting up of the necessary facilities, communication and computing equipment, LAN setup, service delivery mechanism by qualified personnel and any other infrastructure as may be necessary for the above mentioned purposes and other services as specified in the tender and changes thereof.

4. The Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The Bidder will treat as confidential all data and information about Purchaser, 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 Purchaser.

Patent Rights

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Services/Systems or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and Purchaser is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Purchaser will give notice to the Bidder of such claim, if it is made, without delay.

Site preparation and installation

The Bidder shall be responsible for compliance with the technical and environmental specifications. The Bidder will designate the installation sites before the scheduled installation date, to allow Purchaser to perform a site inspection to verify the appropriateness of the sites before the commissioning of the Services/links.

Survival

1. Any provision of this Contract which, either expressly or by implication, survive the termination or expiration of this Contract, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract is valid and in force.

2. The provisions of the clauses of this Contract in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.
No Agency
The Services of the Bidder herein shall not be construed as any agency of Purchaser and there shall be no principal agency relationship in this regard.

No Set-off, counter-claim and cross claims.
In case the Bidder has any other business relationship with Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

The Tri-partite Agreement
The Bidder shall enter into relevant agreement covering all related Parties at a later date, if required, incorporating the requisite terms and conditions herein in the form and manner and to the satisfaction of Purchaser.

Key Performance Measurements
Unless specified by the Purchaser to the contrary, the Bidder shall deliver the equipment and carry out the installations under and in accordance with the terms of this Contract.

Commencement and Progress
The Bidder shall proceed to carry out the delivery & installations with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract and shall meet the standards of good industry practice. Individual orders would be placed on the SI in a phased/staggered manner.

Start of Installation
Prior to taking up installation of any major component of work, the Bidder shall submit to Purchaser his proposed procedures and obtain Purchaser’s approval in writing.

Reporting Progress
Bidder shall monitor progress of all the activities specified in the program of works and submit free of cost weekly progress report about various aspect of the works/Services to the Purchaser. The Purchaser on mutual agreement between both Parties may change the periodicity of such reports. Extracts of the progress report to be termed, as “Executive Summary” shall be submitted in 3 copies, along with 3 copies of monthly progress report.

Bidder shall provide inventory details end of each month as per bank format.

Also the successful Bidder will have to participate in weekly meetings with the Purchaser to discuss project progress and various issues concerning efficient and timely execution. If at any time it should appear to the Purchaser that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Purchaser a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion.

The submission to an approval by the Purchaser of such programme as the furnishing of such particulars shall not relieve the Bidder of any of his duties, obligations or responsibilities under the Contract.
In case during execution of works/Services the progress falls behind schedule then the Bidder should notify the Purchaser in writing about the same with proper causes for the delay and recovery procedures mentioned. Bidder shall deploy extra manpower, resources to make up the progress. Programme for deployment of extra man power/ resources will be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by the Bidder.

**Adherence to safety procedures, rules regulations and restriction**

1. Bidder shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour and industrial laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser for any loss, damage, claims, costs, charges, expenses, etc arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.
2. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
3. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
4. Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

**Statutory Requirements:**
During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Purchaser indemnified in this regard.

**Purchaser’s Right of Inspection and Periodic Audit**
1. The Purchaser reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the project.
2. The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.
3. Purchaser's right to inspect, test and, where necessary, reject the Goods/Services after the Goods/Services' arrival at the destination shall in no way be limited or waived by reason of the goods/services having previously been inspected, tested, and passed by Purchaser or its representative prior to the Goods/Services' shipment from the place of origin.
4. It is expressly agreed that nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.
Contract Prices
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.

Information Security
1. The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser’s premise without written permission from the Purchaser.

2. The Bidder personnel shall follow Purchaser’s information security policy and instructions in this behalf.

3. Bidder acknowledges that Purchaser’s business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to Purchaser; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage Purchaser. By reason of Bidder’s duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.

4. Bidder shall, upon termination of this Contract for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic.

Records of Contract Documents:
1. The Bidder shall at all time make and keep sufficient copies of the drawings, designs, data, specifications, charts, etc and the documents including any Contract documents for him to fulfill his duties and obligations under the Contract.

2. The Bidder shall keep on each site at least three copies of each and every specification and contract document, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser and by any other person authorized by the Purchaser who shall be provided an adequately sized site office or offices, for the safe-keeping and use of such documents, by the Bidder throughout the duration of the Contract. Where one or more of
Bidder’s offices are deployed in the works, all requirements of the Contract and Bidder’s obligation under the Contract shall apply equally at each office so deployed.

Ownership and Retention of Documents
1. The Purchaser shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.
2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

Data and Hardware
By virtue of this Contract, the Bidder’s team may have access to personal and business information of the Purchaser and/or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. The Purchaser have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Bidder or Bidder’s team in the course of performing the Services under this Contract.

Representations and Warrants
In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:
1. That the selected Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into this Contract and provide the Services/Systems sought by the Purchaser, under and in accordance with this Contract.
2. That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services /Systems under the Contract.
3. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.
4. That the Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the Bid and this Contract.
5. That the Bidder shall ensure that all assets including but not limited to equipment, licenses, etc. developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.
6. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property,
and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

7. That the Bidder shall procure insurance policies for all its present and future property and assets that are developed, procured and created during the term of this Contract with financially sound and reputable insurers to the satisfaction of the Purchaser and shall pay all premia in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable. The Bidder shall also furnish to the Purchaser a certificate evidencing such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and renewed and shall keep the same alive during the term of this Contract.

8. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.

9. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.

10. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.

11. That there are – (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies..

12. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorise the execution, delivery and performance by it of the Contract.

13. That all conditions precedent under the Contract has been complied.

14. That neither the execution and delivery by the Bidder of the Contract nor the Bidder’s compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.

15. That the Bidder certifies that all registrations, recordings, filings and notarisations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

16. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.

17. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
18. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder’s business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.

Confidentiality

The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

(i) to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;

(ii) to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;

(iii) to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and

(iv) to treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

(i) The recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(ii) Is independently developed by the recipient without breach of this Contract;

(iii) Information in the public domain as a matter of law;

(iv) Is received from a third party not subject to the obligation of confidentiality with respect to such information;

(v) Is released from confidentiality with the written consent of the other party.
The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient.

Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under this Contract may require the Bidder’s personnel to be present on premises of the Purchaser or may require the Bidder’s personnel to have access to computer networks and databases of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder agrees that any technical or business or other information of the Purchaser that the Bidder’s personnel, sub Bidders, or agents acquire while on the Purchaser premises, or through access to the Purchaser computer systems or databases while on or off the Purchaser premises, shall be deemed Confidential Information.

Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems, Services, and Documents etc.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract.

The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

Term and Extension of the Contract
1. The term of this Contract shall be initially for a period of one year from the date of signing of agreement and extendable for a further period of 2 years on yearly basis subject to satisfactory performance.
2. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 1 (one) months before the expiration of the term hereof, whether it will grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of Bank.

Payments Terms

1. Payment will be made quarterly in arrears after issuing of necessary invoice and submission of monthly reports including SLA and after deduction of penalties if any. In case of termination of services, the payment will be made on pro rata basis for the duration for which the services were provided.

2. The links which get converted to MPLS network, the payment for the same will be made on pro rata basis up to the date of migration on to MPLS network.
3. In case of links surrender/termination the payment will be made on pro rata basis up to the date of surrender/termination.

Termination
1. The Purchaser may, terminate this Contract by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
   i. Where it comes to the Purchaser’s attention that the Bidder (or the Bidder’s team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder’s Bid or this Contract.
   ii. Where the Bidder’s ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.

2. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

3. Termination for Default: The Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part.

Consequences of Termination
1. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Bidder to takeover the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.

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

3. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder.
up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract [as laid down in the Service Specifications,] the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the sub Bidder / other members of its team shall continue to perform all its obligations and responsibilities under this Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All third Parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Services under the Contract in terms of the Bidder’s Bid and this Contract.

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

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

6. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Bidder is obliged to transfer the legal ownership of such property that is supplied and installed at Purchaser locations for the purpose of completion of project to the Purchaser for a total consideration of Re. 1 (Rupee One only), at the time of expiration of the term of this Contract. If this Contract is terminated prior to the completion of Services the Bidder shall be obliged to transfer the ownership of the equipment and licenses thereon to operate in the existing Data Center, Disaster Recovery Site, LAN and WAN infrastructure provided under this contract to Purchaser.

7. Termination survives the Contract.

Conflict of interest
The Bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder’s team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

Publicity
The Bidder is not permitted to make any public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder his written consent.

Relationship between the Parties:
1. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Bidder/Bidder’s Team or any relationship of employer - employee, principal and agent, or partnership, between the Purchaser and Bidder.
2. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
3. The Purchaser has no obligations to the Bidder’s team except as agreed under the terms of this Contract.

No Assignment
The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the Purchaser.
Entire Contract
The terms and conditions laid down in the Bid and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

Governing Law
This Contract shall be governed in accordance with the laws of India. These provisions shall survive the Contract.

Jurisdiction of Courts
The courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

“No Claim” Certificate
1. The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a “No claim” certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.
2. In case the Bidder has any other business relationship with the Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

Completion of Contract
Unless terminated earlier, the Contract shall terminate on the successful completion of the Service Period as specified in the Contract.

Penalty
1. The penalties for any non-compliance under the Bid Documents and the Contract are defined under Scope of work - Service Level Agreement-Penalty clause 3.3 as given in Section IV.
2. The ongoing performance and service levels of the Bidder will be measured as per parameters defined in Section IV of the Bid Document.
3. The Non-coordination related penalties will be applicable to the Bidder responsible for delay/default as provided under the Bid Documents.

Insurance to be taken out by the Bidder
1. The Bidder shall:
   a. take out and maintain at their own cost but on terms and conditions approved by Purchaser, insurance against the risks, and for the coverage, as shall be specified below.
   b. at the Purchaser’s request, provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
2. Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidder or their personnel for the period of the Contract.
3. Third party liability insurance with a minimum coverage, of Rs.50,00, 000/- for the period of the Contract.
4. Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.
5. Employer's liability and workers' compensation insurance in respect of the personnel of the Bidder, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

6. Insurance against loss of or damage to (i) equipment(s) purchased in whole or in part with funds provided under this Contract or otherwise, (ii) the Bidder’s property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.

7. The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Purchaser.

8. All obligations of the Bidder under the Contract / Bid Documents survive the Contract / Bid Documents, subject to the provisions stipulated therein.
Section IV

Scope of work

IDBI Bank seeks the services of the Network vendor for providing Network and Telecom Managed services. As per the service the vendor has to deploy specialized network team on site to manage the network with Network Management Tools to be provided by Bank. The on-site team has to manage the network comprising of lease lines, ISDN lines, Vsat, RF, WIMAX, ATMs, 1G/3G, CDMA and MPLS lines etc. ensuring high uptime as per the SLA’s defined in the RFP.

The details of the activities to be carried out are given below:

1.1 Summary of the Requirement:

Following are the services required by IDBI Bank which will be provided by the vendor:

- Support the Wide Area Network infrastructure of IDBI Bank across India
- Monitoring and management of WAN network using NMS tools.
- Configuration and fault management for the routers
- Support services for routers at the core distribution and access locations,
- Support services for lease lines, ISDN lines, Vsat, RF, WIMAX, ATMs, 1G/3G, CDMA and MPLS lines.

1.2 Baselines

<table>
<thead>
<tr>
<th>Service Elements</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract duration</td>
<td>Initially for a period of one year from the date of signing of agreement and extendable for a further period of 2 years on yearly basis subject to satisfactory performance.</td>
</tr>
<tr>
<td>Service Coverage</td>
<td>24x7 for Network Monitoring, 16x7 for Network Management support, 16x7 for Telecom support</td>
</tr>
<tr>
<td>Locations to be supported</td>
<td>Branches across PAN India (IDBI Bank)</td>
</tr>
<tr>
<td>Scope of services</td>
<td>• Telecom Commissioning Services, • Network Monitoring Services, • Network Management Services</td>
</tr>
<tr>
<td>Service Delivery Model</td>
<td>• Onsite SLA</td>
</tr>
<tr>
<td>Network Management System (NMS)</td>
<td>NMS tools will be provided by the bidder. The bidder is expected to deploy on site industry standard tools with a valid licensed copy. Hardware for NMS tools are provided by the bank.</td>
</tr>
</tbody>
</table>
### On-site Manpower Assignment

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Location</th>
<th>Profile</th>
<th>Service Window</th>
<th>Time Window *</th>
<th>*No. of resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DC Mumbai</td>
<td>Project Manager</td>
<td>9 X 6</td>
<td>10.00 am to 7.00 pm</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>DC Mumbai</td>
<td>Core Network Engineer</td>
<td>16 X 6</td>
<td>7.00 am to 3.00 pm, 10.00 am to 7.00 pm, 3.00 pm to 11.00 pm</td>
<td>2, 1</td>
</tr>
<tr>
<td>3</td>
<td>DC Mumbai</td>
<td>Network Management System (NMS) Engineer</td>
<td>24 X 7</td>
<td>7.00 am to 3.00 pm, 10.00 am to 7.00 pm, 3.00 pm to 11.00 pm, 11.00 pm to 7.00 am</td>
<td>2, 3, 2, 1</td>
</tr>
<tr>
<td>4</td>
<td>DC Mumbai</td>
<td>Network Integration Services (NIS ) Engineer</td>
<td>16X6</td>
<td>7.00 am to 3.00 pm, 3.00 pm to 11.00 pm</td>
<td>1, 1</td>
</tr>
<tr>
<td>5</td>
<td>DR Chennai</td>
<td>Network Engineer</td>
<td>8X6</td>
<td>10.00 am to 7.00 pm</td>
<td>1</td>
</tr>
</tbody>
</table>

(*Time window and No. of resources are tentative and the same will be changed as per business requirement.

(*)Dedicated Shared resources to be deployed at all IDBI HUB Locations (Delhi, Nagpur, Indor, kolkatta, Pune). Details of resources will be submitted to IDBI Bank.

All deployed resources should be direct employees of the vendor and no part of the scope shall be sub-contracted.

### 1.3 Responsibilities

The following are the activities that will for the part of Service Support as mentioned below:

**1.3.1 WAN Network Monitoring:**

- All type of data circuit types such as Leased lines, ISDN, RF, VSAT, MPLS connectivity, WIMAX, 1G/3G, CDMA etc.
- NMS tools will be provided by the bidder. The bidder is expected to deploy on site industry standard tools with a valid license copy.
- Monitoring of IDBI WAN, using NMS tool.
- Monitoring of all the network devices at all IDBI Bank / HUB locations using SNMP protocol for accessing device status / data
- Provide monthly Site up-time reports.
- Link and device availability reports.
- Notify Network team for all severity 1 calls as agreed.
- Provide monitoring services as per the defined service window.

1.3.2 Network Management service:

- Incident, Change and Configuration Management
- Restore failed service as soon as possible to minimize impact to the business.
- All changes in the customers environment done in coordination with the customer's IT department with proper approvals
- Backup of device configurations on a weekly basis as per policy defined by IDBI Bank.
- Provide recommendations to customer on the links and devices which are over utilized.
- Periodic updates, monthly audits for customer's device inventory as per the standards followed
- Keep track of the configuration changes for all the routers and equipment
- Preparing the network diagram and updating it on a continual basis
- Notify client personnel for all severity 1 calls as agreed.
- Record and implement Service Requests as requested by Client in consultation of Bank.

1.4 Core Networking

- To manage Core Networking functions of IDBI at on-site ensuring high-availability of Networking Services to the business.
- Ensure 24*7 network service availability
- Integration of network consisting of Leased Lines, MPLS, ISDN, VSAT, RF, WIMAX, 1G/3G, VOICE links, CDMA and other Technologies.
- IP Schematic Management (IP Inventory, IP assignment & IP records)
- WAN device Management and Reporting Monthly inventory of WAN equipment
- Performance monitoring, tuning & reporting
- Monitoring WAN traffic, bandwidth utilization and generating reports
- Evaluate system performance under normal and degraded condition
- Periodic fine-tuning to ensure that network availability is at peak
- Regular reporting on health of Network and Assets deployed,
- Logs and Backup management.
- Co-ordination on / liaisoning with all vendors
o Maintain updated diagrams and document related to network.
o Network software management
o Maintaining all asset details pertaining to network and reporting Quarterly basis.

1.5 Technical Prerequisites

1.5.1 Project Manager -Core Network

<table>
<thead>
<tr>
<th>Experience</th>
<th>Above 5 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualification</td>
<td>Degree/Engineering, CCNP/ITIL</td>
</tr>
<tr>
<td>Deliverables</td>
<td></td>
</tr>
<tr>
<td></td>
<td>– SPOC during the tenure of the engagement and Drive support services.</td>
</tr>
<tr>
<td></td>
<td>– Handle engineers shift plan, leave management (scheduled/unscheduled) during the engagement</td>
</tr>
<tr>
<td></td>
<td>– Handle all Major escalations and ensure speedy resolution,</td>
</tr>
<tr>
<td></td>
<td>– Conduct monthly review meetings</td>
</tr>
<tr>
<td></td>
<td>– Ability to lead the team.</td>
</tr>
<tr>
<td></td>
<td>– Implement best practices solutions with constant improvement in quality,</td>
</tr>
<tr>
<td></td>
<td>– Maintaining, generating &amp; analyzing all related reports-WAN incidents,</td>
</tr>
<tr>
<td></td>
<td>– Maintain good relation with Client, team and vendor to the best interest of the company,</td>
</tr>
<tr>
<td></td>
<td>– Relationship management.</td>
</tr>
<tr>
<td></td>
<td>– Establish best practices and policies for installing, configuring, maintaining and troubleshooting network hardware devices</td>
</tr>
<tr>
<td></td>
<td>– Maintain network asset management, incident management, change management, network equipment inventory and related documentation with proper Network Diagram</td>
</tr>
<tr>
<td></td>
<td>– Should be well versed with NMS tools.</td>
</tr>
</tbody>
</table>

1.5.2 Core Network Engineer:

<table>
<thead>
<tr>
<th>Experience</th>
<th>Minimum 3-4 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification</td>
<td>CCNA /CCNP or Equivalent</td>
</tr>
<tr>
<td>Qualification</td>
<td>Diploma/Degree/Engineering</td>
</tr>
<tr>
<td>Networking Skills</td>
<td>Knowledge on installation and troubleshooting on Routers</td>
</tr>
</tbody>
</table>
RFP For Network and Telecom Managed Services

- knowledge on Routing protocols
- knowledge on TCP/IP
- knowledge of all type of Data / Voice
- Management of Configuration changes of routers as and when required & periodic backup of configurations
- Adherence to Change management process for any configuration as laid out by Bank.
- Router access control management.
- Fault management of routers.
- Corrective actions to resolve faults to ensure high network uptime,
- Troubleshooting and debugging of problems.
- Should be well versed with NMS tools.

1.5.3 NMS Engineer - :

<table>
<thead>
<tr>
<th>Experience</th>
<th>Minimum 2-4 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualification</td>
<td>Diploma/Degree/Engineering CCNA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Networking Skills</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>- Remote/ onsite monitoring of all network.</td>
<td></td>
</tr>
<tr>
<td>- Monitoring all the routers</td>
<td></td>
</tr>
<tr>
<td>- Locating faults on the network, and pinpointing the reason for the fault,</td>
<td></td>
</tr>
<tr>
<td>- Monitoring performance of the WAN continuously and report on the same,</td>
<td></td>
</tr>
<tr>
<td>- Escalating problems and bottlenecks on the network to the Network Engineer team,</td>
<td></td>
</tr>
<tr>
<td>- Escalation of carrier related problems to the NIS team.</td>
<td></td>
</tr>
<tr>
<td>- Should be well versed with NMS tools.</td>
<td></td>
</tr>
</tbody>
</table>

1.5.4 NIS (Connectivity) Engineer:

<table>
<thead>
<tr>
<th>Experience</th>
<th>Minimum 2-4 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualification</td>
<td>Diploma/Degree/Engineering</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NIS Eng Skills / Deliverables</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>- Co-ordinate with Telecom service provider and assist to obtain leased line circuits and ISDN circuits, so that they can build network in a time manner,</td>
<td></td>
</tr>
<tr>
<td>- Liaison with telecom service provider for uptime for data circuit,</td>
<td></td>
</tr>
<tr>
<td>IDBI Bank Ltd.</td>
<td>RFP For Network and Telecom Managed Services</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>– Coordinate with respective service providers for resolution of link failure,</td>
</tr>
<tr>
<td></td>
<td>– Vendor management with the respective equipment vendors / service providers to restore the failed service,</td>
</tr>
<tr>
<td></td>
<td>– Commissioning of primary as well as backup links.</td>
</tr>
<tr>
<td></td>
<td>– Should be well versed with NMS tools.</td>
</tr>
</tbody>
</table>

The details of the activities to be carried out are given below:

2.1 Vendor responsibilities

- To manage Core Networking functions ensuring high-availability of Networking Services to the business.
- Ensure 24x7 network service availability
- Integration of network consisting of Leased Lines, MPLS, ISDN, VSAT, RF, WIMAX, 1G/3G, VOICE links, CDMA and other Technologies.
- On-site Project Manager and Coordinator shall jointly maintain a daily record of SLA and the incident report.
- Apart from above, Vendor team should be proactive in terms of early diagnosis of problems, detection of any abnormalities in the network and take corrective action promptly.
- The vendor will have to provide On-Site support in case of critical issues related to Network as and when required.
- Whenever there is installation / configuration of the link is being carried out, the vendor has to configure all the network equipments including Backup links.
- The vendor to provide onsite support for DR (Chennai) & Hub locations for any network issues and as & when required.
- Whenever there are network issues at any locations, the vendor should provide onsite support engineers to resolve the same within signed SLA. No separate charges will be borne by Bank.
- Engineer must visit the reported isolated branch within 2 hours to rectify the issue and resolution within 4 hours max. Failed to do so shall incur penalty as mentioned in Penalty Clause.
- For he NAP location, Engineer must visit the NAP site within 20 minutes after the incident reporting is done. Failed to do so shall incur penalty as mentioned in Penalty Clause.
- ISP Co-ordination for Leased Lines, MPLS, ISDN, VSAT, RF, WIMAX, 1G/3G, VOICE links, CDMA and other Technologies.
- Vendor shall provide backup resource in case any of the project member avails leave, however Vendor service delivery team will be entirely responsible for team deployment, SLA monitoring, task delegation, workload distribution and team size.
- Proactive monitoring of the network for reduced downtime
- The overall summary of reports with the expected frequency is given in Annexure B.
2.2 Telecom Management and Commissioning Services

- Coordinate with the telecom service provider and assist IDBI Bank to procure, commission, upgrade / shift / decommission all types of data circuit lines so that they can build network in a timely manner.
- Liaison with the respective service providers for resolution of link failures.
- Coordinate with the respective equipment vendor / service provider for restoration of the failed device / service.
- Maintain updated diagrams and documents related to network and also maintain all relevant information of the links like data circuit numbers, commercial reference numbers and other technical details.
- Maintain billing related information branch-wise along with the payment status.
- Vendor will be responsible for putting up and settling our claim for refund if any to the Service Provider for bills of such links where SLA has not been met with.
- Maintain comprehensive branch-wise information relevant to the network equipments i.e routers, modems, NT1, etc with details like whether owned by IDBI Bank, the AMC/warranty vendor, and so on.
- Report - Maintain monthly report on the total links of IDBI Bank with details like bandwidth, branch id etc.
- Vendor will be responsible for checking bills, timely submission, refund incase of link surrender and settling our claim for refund if any in case of wrong billing from the Service Provider.
- Maintain track of billing cycle, account information, financial links for all the circuit providing weekly report of PDNs/ Invoices.
- Commissioning and delivery period should be 4 weeks from the date intimation.mail communication.
- BSNL and MTNL lease line and application of link, link commission billing and verification.
- BSNL and MTNL lease line billing should be in process from vendor within 15 days and it should be verified correctly with all the process and billing should be documented.
- During branch inauguration /renovation /relocation engineer should present onsite for that day for all kind of network support.
- Up-gradation of the existing links will be commissioned at earliest as per requirement.
- In case of link surrender/terminations the surrender/termination request to respective vendor, surrender/termination order and refund if any should be completed within 15 days.
- Presence of onsite engineer for network support as and when required.
2.3 Network Monitoring Services

- As part of the WAN network monitoring services, the Vendor will monitor, troubleshoot and resolve issues with the WAN links and devices so that maximum WAN uptime is obtained
- Support different data circuit types such as Leased Lines, MPLS, ISDN, VSAT, RF, WIMAX, 1G/3G, VOICE links, CDMA and other connectivity and resolve the issues with the same
- Monitor IDBI WAN using NMS tools.
- Monitor all devices (related to WAN network router, modems, NT1, switches etc) for accessing device status/data
- Monitor WAN traffic, bandwidth utilization and generate reports
- Performance monitoring, tuning and reporting
- Evaluate system performance under normal and degraded condition
- Maintain all asset details pertaining to network and report on quarterly basis
- Notify bank team for all severity level 1 calls as agreed to with IDBI Bank
- Provide Monitoring services as per the defined service window
- Address issues of latency and other connectivity issues of branches
- Network monitoring includes, Intranet, LAN, WAN and Extranet, offsite ATMS and others as per IDBI Bank requirement.

2.4 Network Management Services

- Manage – routers at Core, Distribution and Access layers
- Manage – passive network components in the datacenter like modems, FCD converters, and other networking devices in the core network including configuration
- IP scheme management
- VoIP management
- WAN device management and reporting the monthly inventory of WAN equipment
- Deploy monitoring tools for identifying problem areas and early rectifications if require.
- Periodic fine-tuning to ensure optimal network availability
- Regular checking for proper functioning of network and assets deployed
- Scheduled ISDN testing must be a routine checkup after every 3 days
- Incident, Change and Configuration Management, IOS Upgradation, change request management, configuration change management network restructuring is part of managed services
- Maintain and manage configuration of all routers
- Management of network equipment on site and providing L1 support for fault diagnostic for both software and hardware.
- Troubleshoot, debug and restore failed services as soon as possible to minimize impact to the business
• All changes in the customer’s environment to be done in coordination with customer’s IT department with proper approvals
• Maintain logs and record of the major incidents, changes in configurations of the routers and equipment with reasons
• Change the passwords of all the routers quarterly or as per IDBI Bank policy, on consultation with the network department
• Maintain and submit backup of all device configurations on a periodic basis as per policy defined by IDBI Bank

Access-list Management

• Manage the access lists on all the network equipments.
• Maintain a record of branches with deviation in standard access list along with the reasons.
• Any change/removal in the access lists to be done only with approval from the network department
• Report on a monthly basis the changes done in ACLs branch-wise
• Port management for managed switches.

Capacity Management

• Provide recommendations to IDBI Bank on the over-utilized links and devices and proactive measures.

Configuration Management

• All network devices configuration is done by vendor including a hardening of device as per Bank requirement. IF ISDN get fired because of wrong or unwanted configuration same bill is paid by vendor.
• Any major incident or Critical activity or redesign, L3 level resource should be available at site. IDBI Bank will not pay any extra charges for the same.
• Presence of onsite engineer for network support as and when require

Inventory Management

• Periodic updates, monthly audits for network device inventory as per the standards followed.
• Inventory database must be maintained by NOC operations unit for all network devices.
• Quarterly submission of all network devices inventory (Branches and hub locations) report, on site visit and signed by the branch location head.
• Upgrade the IOS, if needed, on the routers for effective functioning
• Making the network diagram and updating it on a continual basis
• Maintain IP wise user detail list for all branches / center and monitor.

Vendor Management

• Coordinating with IDBI’s contracted vendors for quick break-fix resolution of WAN issues
• Coordination with the vendors who have supplied network products and devices
• Maintaining the vendor database
• Managing the vendor’s SLA and reporting the same on a monthly basis.

Helpdesk

• Notify client personnel for all severity 1 calls as agreed to with IDBI BANK
• Daily reports from calls generated and MIS report monthly.
• Provide consultation services for integration of new technologies adapted by IDBI Bank in the field of network and assist in rollout of the same
• Suggest / recommend changes in the network and/or device configurations for securing the same against any probable attacks, increasing data transfer security, upgradation of network etc
• Compliance of audit queries as per recommendations.
• Infrastructure design of any kind, Network Audits, base-lining and consulting services of any kind
• Assist the bank to carry out any maintenance activities on the network devices and also during DR drills
• ISDN utilization report with detail event and clarification. Extra usage will be deducted from vendor in case of SLA mismatch for that link.
• Confirmation from branches regarding ISDN bills payments and inventory.
• Any other task relevant to, but not mentioned above.
• Submission of Reports as per Annexure B.

2.5 Vendor Deliverables and Liability

• The deputed personnel should be prepared to work for extended working.
• Required manpower should be deputed at IDBI Bank site within 1 weeks from the date of Purchase Order
• The members of the on-site team should be provided with mobile phones by the vendor and the details like Name, Address (Inclusive of Residential Telephone Number (Residential), Mobile Number should be provided to IDBI Bank
• The on-site team shall maintain attendance register and the same should be sent monthly to IDBI Bank for SLA calculations, failing which appropriate penalty condition as defined below shall be invoked.
• The on-site team shall not be changed without adequate notice (minimum 15 days) to IDBI Bank. Any resigned resource of on-site team should not be relieved before giving suitable replacement. Any breach of this clause will attract penalty
• The vendor will also provide suitable on-site technical staff to supplement the efforts of the on-site support resources during emergencies / contingencies which might impact the systems, solutions and services covered under this scope.
• The Vendor must ensure one month’s notice with proper handover for any change of manpower pertaining to project manager profile.
• Dedicated Shared resources to be deployed at all IDBI HUB Locations. Details of shared resources will be submitted to IDBI Bank within one week from the date of award of contract.

2.6 Covenant of the Vendor

o In the implementation of the contract, the vendor and its employees shall at all the times comply with & abide by the security policy of the bank in so far as the same may be applicable to or in respect of the works and the provisions of the contract
o Confidentiality of the network setup, configurations and all related details including the addressing scheme etc shall not be disclosed by the vendor to any third parties or persons (except to vendor’s own employees and that too only to those employees or representatives who need to know the same).
o Vendor will follow and comply with the procedures and policies, applicable to the scope of work mentioned above lay down by the Bank vide IS Security Policy from time to time and also extend full cooperation to the auditors designated by IDBI Bank.
o Vendor/ deputed personnel at IDBI will inform IDBI Bank about any correspondence with external entities pertaining to any point mentioned in the scope of work above.
• Depending on the sensitivity and criticality of the services or data provided, IDBI Bank will consider commissioning or requesting a review of vendor’s internal control structure for ensuring that any confidential/restricted/internal information of the Bank is maintained securely. Vendor will assist and co-operate with the Bank auditors in a way as they are expected to assist and co-operate with their audit.
3 Service Level Agreement

3.1 Scope

- The vendor shall sign contract, SLA, NDA with IDBI Bank incorporating following parameters
- The Scope of services / SLA mentioned in this document will be reviewed quarterly during the contract period and may be amended.
- Working days: Six days a week (Monday to Saturday) for non-ATM branches and Seven days a week for ATM branches.
- Uptime: 99.5% on monthly basis for each location.
- The percentage SLA uptime shall be calculated for each link on monthly basis excluding back up link

3.2 SLA dependencies

The above SLA is proposed based on certain factors. The following are the dependencies and assumptions:
- The uptime will be measured and reported for the entire network and system devices on a monthly basis for each link.
- Calculations for uptime shall not include “planned downtime”,
- Failures due to environmental or power non-availability or outage on customer behalf will not be included in SLA calculations,
- Force Majeure clauses such as Fire, Earthquake, Floods, Govt. problems, Riots and civil disturbance, service provider strikes and other acts of God shall not be included for SLA calculations,
- SLA will be calculated monthly for the service hours (Six days a week (Monday to Saturday) for non-ATM branches and Seven days a week for ATM branches)

The SLA parameters location-wise are as below:

<table>
<thead>
<tr>
<th>Location Type</th>
<th>Monthly Network Uptime (SL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>24X7X365 per location</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

- In case the vendor is not able to maintain the uptime as mentioned above IDBI Bank will be free to levy penalties to the following extent:

<table>
<thead>
<tr>
<th>Location Type</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>24X7X365 per location</td>
<td>For every 0.5% drop in SLA a penalty of 5% on monthly charges will be deducted (monthly</td>
</tr>
</tbody>
</table>
3.2.1 Performance Measurement (SLA uptime calculation)

- Working hours calculated as per the service window time for
- Non ATM Branch working days - 08:00 am to 08:00 pm (12 Hrs)
- ATM Branches, Hub and Backbone locations will be – 24 Hrs
- Total working hours for one month Case A = 24*60*30(31) = 43200 / 44640 minutes
- Total working hours for one month Case B = 12*60*30(31) = 21600 / 22320 minutes
- Example of Uptime Calculation:

Uptime = (Total Working days - Total Non Availability of Network)

Total Up Time = (43200 – Schedule Down Time)

Final Uptime (percentage) = \{\text{(Total Up time – Total down time in minutes)} * 100\} / \text{Total working hours as per above (A or B)}

E.g. If a branch down time in a particular month is 13 Hrs and Branch working is 30 days in a month, the Service Window (24Hrs) having schedule down time of 5 Hrs, then the percentage of down time calculated as

\[
= \{(43200- 5*60 ) - (13*60) \} * 100 / 43200 \\
= \{(42900)-(780))\times100\} / 43200 \\
= 97.5 \%
\]

Down time= 99.5- 97.5 = 2 % and accordingly penalty will be calculated on Network and Telecom management service Charges.

3.2.2 Types of Charges

Link & WAN Management Charges will be applicable on pro-rata basis for operational links under service during the particular month. Any addition or deletion of links will be informed in writing or by mail and the charges will be adjusted proportionately.

3.2.2.1 Charges for Telecom Services

Leased Line, MPLS and Backup link (ISDN/VSAT/CDMA/RF etc)

3.2.2.2 Charges for Network and Telecom Management Services
3.3 **Penalty Clause**:

Penalty would be levied (on monthly basis) for non-adherence to above mentioned uptime and other SLA items.

### 3.3.1 Telecom Services

- All links should be commissioned within 4 weeks of placement of order.
- The late commissioning of the link (primary as well as backup link) beyond 4th week will attract a penalty of 10% of the commissioning charges per week, subject to the ceiling of 20%.

### 3.3.2 Network and Telecom Managements Services

- For every 0.5% reduction of guaranteed data circuit uptime, 5% of WAN management charges of that location to a maximum of 30% per month will be recovered from the vendor as penalty.
- Failure in providing the resource as per the manpower allocation will result in penalty amounting to 1% per month per resource of the Wan Managements charges for that month subject to ceiling of 5%.
- Failure of providing the support resource at those locations within the stipulated time period (4 hours) in case of branch isolation results in penalty of Rs 1000/- per location per day max up to Rs 3000/-

### 3.4 Severity Levels and Escalation Matrix

**Severity Level Definitions**

<table>
<thead>
<tr>
<th>Type</th>
<th>Severity Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1</td>
<td>An Incident that affects a majority of the users. The impact of this incident is wide spread and may affect the functioning of an entire Network. An example of this type of Incident is ‘An unplanned downtime experienced by the Entire Network’. The impact of this incident would be felt across the IDBI if significant number of branches’ network is down.</td>
</tr>
<tr>
<td>Severity 2</td>
<td>An Incident that affects a number of users. The impact of this incident is limited to a group of users, maximum limited to a branch. An example of this type is ‘Branch network is down.</td>
</tr>
<tr>
<td>Severity 3</td>
<td>Leased Line up and Backup link down or Leased Line down and backup link up.</td>
</tr>
</tbody>
</table>
### Escalation Matrix

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Severity Level</th>
<th>1&lt;sup&gt;st&lt;/sup&gt; Level</th>
<th>2&lt;sup&gt;nd&lt;/sup&gt; Level</th>
<th>3&lt;sup&gt;rd&lt;/sup&gt; Level</th>
<th>Escalation To</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>S1</td>
<td>5 minutes</td>
<td>15 minutes</td>
<td>30 minutes</td>
<td>Network Team</td>
</tr>
<tr>
<td>2</td>
<td>S2</td>
<td>5 minutes</td>
<td>30 minutes</td>
<td>60 minutes</td>
<td>Head Networking</td>
</tr>
<tr>
<td>3</td>
<td>S3</td>
<td>5 minutes</td>
<td>60 minutes</td>
<td>8 hours</td>
<td>Group Head</td>
</tr>
<tr>
<td>4</td>
<td>S4</td>
<td>5 minutes</td>
<td>2 Hours</td>
<td>24 Hours</td>
<td>Group Head</td>
</tr>
</tbody>
</table>

**Severity 4**
Any Scheduled down time or Change activity
Section V

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

Date: ..................

Advisor - IT
IDBI Bank Limited,
IDBI Tower, 18th floor, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Dear Sir:

Reg: Engaging Bidder
Ref: ______________________________

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer our services for Network and Telecom managed services in conformity with the said Bid Documents.

We agree and undertake that, if our Bid is accepted, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will obtain bank guarantee in a sum equivalent to 15 (fifteen) percent of the Contract Price for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of IDBI Bank Limited (Bank).

We agree and undertake to abide by the bid terms of Bank including the rates quoted therein for the orders awarded by Bank up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of Bank duly initialed/executed shall constitute a binding Contract between us.

We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and similar laws and also strictly abide by and observe all applicable laws.

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

We enclose a demand draft of Rs. __________/- (Rs. __________ only) towards Bid Security, in favour of "IDBI Bank Limited." drawn on ________________, __________ Branch payable at Mumbai. We understand that the Bid Security will be refunded after the Bidder signing the Contract and furnishing of the Performance Bank Guarantee in case of successful Bidder and within a period of 90
(Ninety) days after the expiry of Bid validity period for unsuccessful Bidders. We have noted that Bid Security shall not carry any interest.

Dated this ……………… day of ………………….20 .

(signature)  (Name)  (in the capacity of)

Duly authorised to sign bid for and on behalf of ______________________________
Commercial Bid Form

A. For Network and Telecom Managed Services

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Annual Charges In INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Network and Telecom Management charges. (1500 links and backup links) including manpower, network tools and other logistics.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total cost (L1)</strong></td>
<td></td>
</tr>
</tbody>
</table>

B. Other Service Charges

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Annual Charges In INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Commissioning and Liaison charges for Leased line/primary link per branch <em>(One-time)</em> including manpower and other logistics.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Commissioning and Liaison charges for back up / ISDN line per branch <em>(One-time)</em> including manpower and other logistics.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Network and Telecom Management charges per link including backup.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Core Network Engineer : Person/year</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>NMS Engineer : Person/year</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>NIS Engineer : Person/year</td>
<td></td>
</tr>
</tbody>
</table>

- L1 Vendor will be arrived at by considering the lowest cost quoted for part A i.e. for Network and Telecom Managed Services.
- Vendors are also required to quote separately for the Other service Charges (B) and this will not be considered for determining the L-1 vendor
- All bidders will have to necessarily quote for the other service charges (B) without which the bid will be treated as invalid.
- The cost for the each service mentioned in Other Service Charges (B) to be borne by the L1 vendor will be lowest of the following:
  - Taking the average of price quoted by all the bidders (other than L1 vendor) for Other Service Charges
  - or the prices quoted by the L1 vendor for Other Service Charges

In case of any abnormality, the Bank’s decision will be final

Authorised Signatory

Name:  
Company Name and Stamp
NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement entered into between IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and .......................................................... (Name of Bidder) of .............................................................. (Please specify the registered office of the (Bidder) (hereinafter called “the Bidder/Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

WHEREAS, Bank called for the bids for engagement of Bidder for Network and Telecom managed services of the IDBI Bank M/s................................................................................................................................. (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Bidder and provide the services for installation and commission of network racks at the near DR site and other branches (± 25% of the total) branches of Bank, has submitted its bid.

WHEREAS, the Bidder is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the Bidder in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, for Bank, to grant the Bidder specific access to Bank’s property/information and other data.

It is hereby agreed as under:

a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:

(i) Maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
(ii) Make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
(iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
(iv) Treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:
(i) The recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
(ii) Is independently developed by the recipient without breach of this Contract;
(iii) Is the public domain;
(iv) Is received from a third party not subject to the obligation of confidentiality with respect to such information;
(v) Is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinafter are applicable to the information in the possession of the recipient.

c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the Bidder’s personnel to be present on premises of Bank or may require the Bidder’s personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the Bidder’s personnel under such circumstances and to provide notice to the Bidder’s of the confidentiality of all such information. Therefore, the Bidder agrees and undertakes that any technical or business or other information of Bank that the Bidder’s personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorised representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

e) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

f) The provisions hereunder shall survive termination of the Contract.

Authorised Signatory
Name:
Designation:
Office Seal:

Place:
Date:
Accepted –
Bank
1. Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as bidder, in conformity with the said Bid Documents at fees mentioned in the financial bid.

2. The above fees include all costs, duties, levies, taxes and all other applicable charges including local travelling expenses, cost of stationery, assisting Bank in replying to inspection remarks of Bank’s, if any, etc.

3. When works are executed wholly or in part which involves the bidder services in such cases value of such whole or partly work will be taken into consideration for the purpose of calculating the bidder fees. However, for any such works independently undertaken by Bank along with works under progress where the bidder has no direct role or responsibility such value of work will not be eligible for bidder fees.

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

5. In case of discrepancy between figures and words, the amount in words shall prevail.

6. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.

7. For the above, any decision of Bank. In this behalf shall be final, conclusive and binding on Bidder / Bidder.

Signature of Bidder: ___________________
Name : ___________________
Business address : ___________________
Offices Seal : ___________________

Place:
Date:
CONTRACT FORM

THIS AGREEMENT made at______________ the ______day of _________________ 200 between IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and ...........................................................................................................................................................................................................................................................................................................(Name of Contractor) of ..................................................................................................................................................................................................................................................................................................................(please specify the registered office of the (Contractor) (hereinafter called “the Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The Purchaser and Contractor are hereinafter collectively referred to as "Parties".

WHEREAS the Purchaser invited bids for certain Services via.................................................. (Brief Description of Services) and has accepted a bid by the Contractor for rendering of the Services for the sum of ........................................... (Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents of Bid No. _________________________ shall be deemed to form and be read and construed as part of this Agreement, viz.,
   a. Invitation for Bids
   b. Instructions to Bidders
   c. The Bid form and the price schedule submitted by the Bidder/Contractor;
   d. Service level expectations
   e. The technical & functional specifications
   f. The terms and conditions of Contract
   g. The purchaser’s notification of award
   h. Schedule of dates, amounts etc.

3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of the Services and the remedying of defects, if any 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.
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signed and Delivered by the within named

Signature :

Name :

Date:---------------------

IN THE PRESENCE OF

1. Signature

Name  :- .....................

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

..............................

2. Signature

Name  :- .....................

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

..............................

Signed and Delivered by ........ .....................
The within named

M/s. ..............................

..............................

Date  :- .....................

IN THE PRESENCE OF :

1. Signature .............................. 2. Signature ..............................

Name  :- ..............................  Name : ..............................

Address  :- ..............................  Address : ..............................

.............................. ..............................
PERFORMANCE SECURITY FORM

<table>
<thead>
<tr>
<th>Bank Guarantee No.</th>
<th>____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Guarantee Amount</td>
<td>____________________________</td>
</tr>
<tr>
<td>Expiry Date</td>
<td>____________________________</td>
</tr>
<tr>
<td>Claim Amount</td>
<td>____________________________</td>
</tr>
<tr>
<td>Account</td>
<td>M/s.</td>
</tr>
</tbody>
</table>

GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at __________ this ______ day of __________ Two Thousand Seven

BY:

_________________________ Bank, a body corporate constituted under __________, having its Registered Office/ Head Office at __________, and a Branch Office at ___________________________ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 and having its Branch Office amongst other places (hereinafter referred to as “Bank” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. WHEREAS, Bank called for the bids for engagement of bidder to installed and commission of network racks at the proposed near DR site and other branches (± 25% of the total) of the Bank. M/s________________________ have been appointed as the bidder (hereinafter referred to as "bidder") and accordingly has entered into Contract with Bank subject to the terms and conditions contained in the said documents and the bidder has duly confirmed the same.

2. AND WHEREAS pursuant to the Bid Documents, the Contract, and the other related documents (hereinafter collectively referred to as “the said documents”, the Bank has agreed to avail from M/s________________________ and M/s________________________ has agreed to provide to the Bank ________________.,
more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as “the Services”), subject to payment of the Contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.

3. **AND WHEREAS** the bidder has duly signed the said documents.

4. **AND WHEREAS** in terms of the Contract, the bidder has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a bank acceptable to the Bank for securing ……………………………………………………………………………… towards faithful observance and performance by the bidder of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

5. **AND WHEREAS** at the request of the bidder, the Guarantor has agreed to guarantee the Bank, payment of the 15% of the Contract Price amounting to ………………………….(in words) towards faithful observance and performance by the Bidder of the terms of the Contract.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**
In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Mumbai forthwith, the ………………………………………… or any part thereof, as the case may be, as aforesaid due to the Bank from the bidder, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the bidder in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the bidder. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the bidder or any dispute between the Bank and the bidder pending before any Court, Tribunal, Arbitrator, or any other authority.

2. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

3. The Bank shall be the sole judge to decide whether the bidder has failed to perform the terms of the Contract for providing the Services by the bidder to the Bank, and on account of the said failure what amount has become payable by the bidder to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
5. The liability of the Guarantor, under this Guarantee shall not be affected by
   i. any change in the constitution or winding up of the bidder or any absorption, merger or
      amalgamation of the bidder with any other company, corporation or concern; or
   ii. any change in the management of the bidder or takeover of the management of the Bidder
      by the Government or by any other authority; or
   iii. acquisition or nationalisation of the bidder and/or of any of its undertaking(s) pursuant to
      any law; or
   iv. any change in the constitution of Bank/ bidder; or
   v. any change in the set up of the Guarantor which may be by way of change in the
      constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or
      otherwise; or
   vi. the absence or deficiency of powers on the part of the Guarantor to give Guarantees
      and/or Indemnities or any irregularity in the exercise of such powers.

6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall
   not exceed the rupee equivalent of ……………………………………………(in words) being the 15% of the
   Contract Price.

7. This Guarantee will expire on ___________. Any demand or claim under this Guarantee
   must be received by the Guarantor by ___________ and if no such demand or claim has
   been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the
   Bank under this Guarantee shall cease.

8. For all purposes connected with this Guarantee and in respect of all disputes and differences
   under or in respect of these presents or arising therefrom the courts of Bombay city/ Mumbai
   city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all
   other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month
and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,
__________________________,
by the hand of Shri.__________,
its authorised official.
Format for Unconditional Acceptance of Terms & Conditions of the RFP

(To be submitted on the Company’s Letter Head)

To,

Advisor (IT),
IDBI Bank Ltd.
IDBI Tower, 18th floor, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Ref: RFP for Network and Telecom Managed Services

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP floated for IDBI Bank Ltd. regarding Network and Telecom Managed services.

Authorized Signatory

(                     )

Designation
Company Stamps
BANK DETAILS
(to be included in Technical Bid Envelope)

*Successful Bidder is advised to open an Account with Bank. to facilitate easy and timely credit of payments for goods delivered / services rendered.*

<table>
<thead>
<tr>
<th>Name of the Bank</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of the Bank</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>Telephone No.</td>
<td></td>
</tr>
<tr>
<td>Fax No</td>
<td></td>
</tr>
<tr>
<td>e-mail</td>
<td></td>
</tr>
<tr>
<td>Over Draft Limit</td>
<td></td>
</tr>
<tr>
<td>Bank Guarantee Limit</td>
<td></td>
</tr>
<tr>
<td>Remarks, if any</td>
<td></td>
</tr>
</tbody>
</table>

Corporate Authorisation details.

**Note:** This statement has to be duly attested by the banker.

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Authorised Person:</td>
<td>Name of the Authorised Person:</td>
</tr>
<tr>
<td>Designation:</td>
<td>Designation:</td>
</tr>
<tr>
<td>Company Seal</td>
<td>Banker Seal</td>
</tr>
</tbody>
</table>

All authorisations should be collected.
DEED OF INDEMNITY

This Deed of Indemnity executed at Mumbai on the _____ day of _______ by ___________________________________________ (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

IDBI Bank Limited, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as “Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

1 WHEREAS

(1) The Obligor has

(a) offered to Bank to supply the equipments (software and hardware) & provide / carry out the Network and Telecom Managed services as inclusively stated under sections Service Level Expectations and Specifications Systems & Solutions;
(b) represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for executing their services to Bank;
(c) represented and warranted that the aforesaid services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of Bank;
(d) represented and warranted that they are authorised and legally eligible and otherwise entitled and competent to enter into such contract(s) with Bank;

(2) Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Agreement dated ______________________ (the Agreement) with the Obligor;

(3) One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

(4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of Bank having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement, the Obligor do hereby agree and undertake that:-
(1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period. However, the liability of the Obligor shall not exceed the contract price / bid price as stated in the aforesaid Agreement.

(2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorisations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.

(3) The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified IDBI against any levies / penalties / claims / demands litigations, suits, actions, judgements, and or otherwise ion account of any default and or breach and or otherwise in this regard.

(4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

(5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, re-organisation, dissolution, liquidation or change in ownership of Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

(6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Bank).

(7) This indemnity shall survive the aforesaid Agreement.

(8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.

(9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgement against the Obligor in
any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgement, a certified copy of which shall be conclusive evidence of the judgement, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of IDBI.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of )

( ___________________________ )

by the hand of ___________________________,

__________, the authorised official )

of the Obligor )
Section VI
Annexure A

Details of links

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Link Type</th>
<th>Bandwidth</th>
<th>Link Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Leased Line</td>
<td>64Kbps</td>
<td>106</td>
</tr>
<tr>
<td>2</td>
<td>Leased Line</td>
<td>128Kbps</td>
<td>330</td>
</tr>
<tr>
<td>3</td>
<td>Leased Line</td>
<td>256Kbps</td>
<td>481</td>
</tr>
<tr>
<td>4</td>
<td>Leased Line</td>
<td>512Kbps</td>
<td>55</td>
</tr>
<tr>
<td>5</td>
<td>Leased Line</td>
<td>1Mbps</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>Leased Line</td>
<td>2Mbps</td>
<td>101</td>
</tr>
<tr>
<td>7</td>
<td>Leased Line</td>
<td>10Mbps</td>
<td>20</td>
</tr>
<tr>
<td>8</td>
<td>Leased Line</td>
<td>20Mbps</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>Leased Line</td>
<td>45Mbps</td>
<td>14</td>
</tr>
<tr>
<td>10</td>
<td>Tulip RF</td>
<td>64/128/256/512/2</td>
<td>42</td>
</tr>
<tr>
<td>11</td>
<td>BSNL VSAT</td>
<td>64 kbps</td>
<td>91</td>
</tr>
<tr>
<td>12</td>
<td>HECL VSAT</td>
<td>32 kbps</td>
<td>35</td>
</tr>
<tr>
<td>13</td>
<td>BSNL CDMA</td>
<td>NA</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>Total count</td>
<td></td>
<td>1316</td>
</tr>
<tr>
<td></td>
<td>Upcoming links</td>
<td>As per requirement.</td>
<td>184</td>
</tr>
<tr>
<td></td>
<td>Total Links</td>
<td></td>
<td>1500</td>
</tr>
</tbody>
</table>

IDBI Bank Locations

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>IDBI Bank Location</th>
<th>Location from where the vendor would provide support</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Bidder to submit the location-mapping chart along with the RFP document

List of branches is provided in separate excel sheet
ANNEXURE B

REPORTS

Submission of following reports to the bank.

1. Daily Link status report for primary/backup link failure, offline branches
2. Prepare analytical report with NMS provided by Bank
3. Bandwidth utilization reports application-wise, protocol wise and link-wise etc.
4. Weekly reports – Link and device availability.
5. Monthly reports – Network asset details, SLA calculations for links vendor-wise
6. Call status report – Daily / monthly
7. ISDN usages report - Daily / monthly
8. Link performance (QoS) reports vendor-wise, incidence & change reports, report on frequent downtime observed for any particular link
9. SLA calculation report link and vendor-wise.
10. Daily/Weekly reports of Trouble Tickets logged, their reason for failure, status of closure and time taken to resolve.
11. WAN equipments/Network Assets inventory Report including Model, IOS, DRAM, Flash RAM, Interface card details with other hardware available in the equipments.
13. Device uptime and Health report for all network assets
15. MTTR (Mean time to repair) report for every WAN link and device.
17. LL and backup Link commissioning reports on weekly basis.
18. Maintain monthly report on the total links of IDBI with details like bandwidth, branch id, circuit id, data circuit numbers, commissioning dates etc.
19. ACL management related reports, configuration change and incident management reports.
20. Any other reports on network status/monitoring etc. as may be desired / designed by Bank in due course.

************