

DIT-361/APMG-41/NLD-RFP-19/2011

Date: 20-01-2011

M/s BhartiAirtel Pvt. Ltd.

M/s Bharat Sanchar Nigam Ltd.

M/s Reliance Communication Pvt. Ltd.

M/s Tata Teleservices Pvt. Ltd.

Dear Sir,

Sub: Request for Proposal (RFP) for High Bandwidth Link between DC-Treasury, Mumbai and DRC-Treasury, Bangalore.

We propose to procure high Bandwidth (25Mbps) National Long Distance (NLD) Link on Point-to-Point between our DC-Treasury, Mumbai and DRC-Treasury, Bangalore, required for a period of 3 months. We invite sealed offer (only Commercial) for providing 25 Mbps NLD Link on turnkey basis including MUX, necessary communication equipments required for establishment of link, bandwidth allocation and provisioning for entire period, provisioning of last mile connectivity, converters, adapters, cables, etc and technical services and NMS related services, etc.

Important details are given below:

Tender Reference	RFP No-19/2010-11 Date: 20.01.2011
Start of the issue of tender document	20.01.2011
Last Date for receipts of Offers	04.02.2011 upto 03:00 PM
Date & Time of Opening Offer	04.02.2011 @ 03:30 PM
Address for Communication	The Deputy General Manager, Canara Bank, Asset Procurement & Management Group, Department of Information Technology, Naveen Complex, 14 M G Road, Bangalore - 560 001. Karnataka.
Contact Numbers	080-25590070 / Fax: 080 - 25596539



Introduction

Canara Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 112, J C Road, Bangalore 560 002 India, and among others having its office at Networking Logistics Group, DIT Wing, Naveen Complex, 14 M G Road, Bangalore - 560 001, India, hereinafter called "the Bank", which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, intends to issue this bid document, hereinafter called **Request For Proposal** or **RFP**, to the vendors, to participate in the competitive bidding for providing 25 Mbps point-to-point National Long Distance Link, hereinafter called **NLD Link** specifications, terms and conditions, in this RFP.

A vendor submitting the proposal in response to RFP shall hereinafter be referred to as "Bidder". The bidder, whose proposal will be accepted by the Bank as per the terms and conditions of this RFP, shall hereinafter be referred to as "Selected Bidder".

This document is meant for the exclusive purpose of bidding as per the terms, conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued. Before submission of the offer the bidder is requested to go through the following instructions and terms and conditions detailed below.

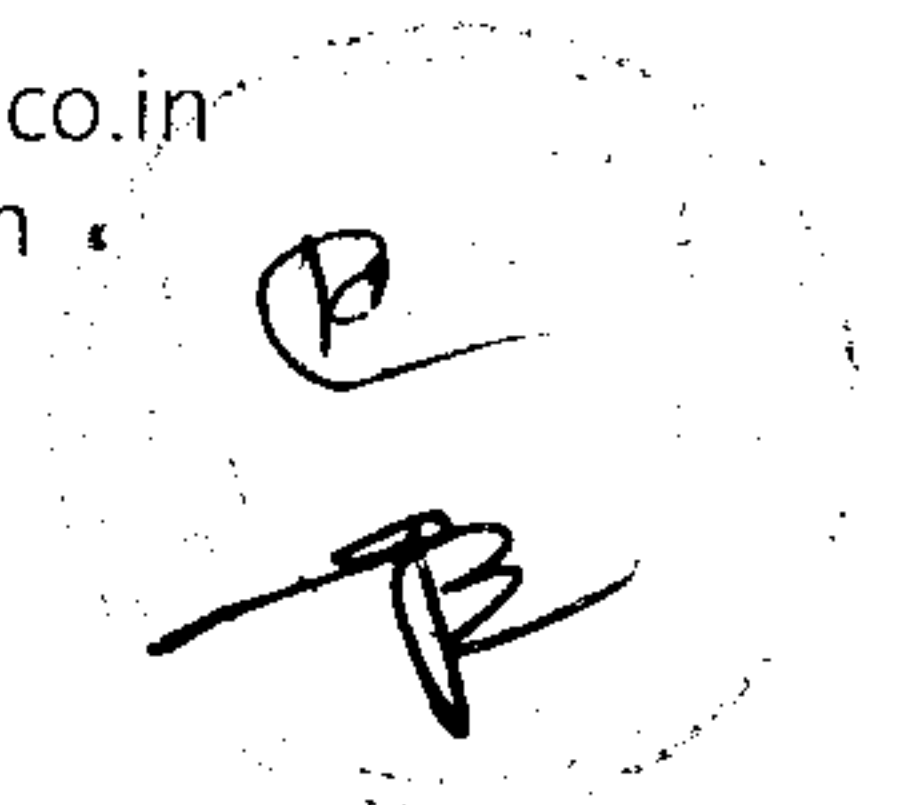
1. INSTRUCTIONS

The objective of this RFP is to procure high Bandwidth (25Mbps) NLD Link on point-to-point between DC-Treasury, Mumbai and DRC-Treasury, Bangalore, required for a period of 3 months.

1.1. Single Bid System Offer

There will be single offer with price details for the required NLD Bandwidth. The Commercial Bid shall be submitted in English Language in font size 12 points as per the format in Clause 1.5 of this RFP in sealed envelope, superscribing "Commercial Bid for 25 Mbps NLD Link in response to RFP-19/2010-11 Dt. 20.01.2011". The Name of the Bidder and due date of the RFP is to be specified on the Top of the envelope.

The offer - Commercial Bid to be prepared and duly signed should be deposited in the **Tender Box** kept at First Floor, Naveen Complex, Department of IT Wing, 14 M G Road, Bangalore - 560 001, on or before **Friday 04th February 2011**,



03:00 PM. The offer/s which is/are deposited after the said date and time shall not be considered. The offer will not be accepted directly.

The Commercial Bid/s will be opened in the presence of the bidder's representative on the offer due date **Friday 04th February 2011 at 03:30 PM** at Canara Bank, Conference Hall, Second Floor, Naveen Complex, 14 M.G Road, Bangalore-560 001. Bidder's representative may be present in the venue well in time along with an authorization letter, as per the format (Annexure -B) enclosed, and sign in Register of Attendance.

If any of the bidders or all bidders who submitted the tender are not present during the specified date and time of opening, it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the Bank at its discretion will proceed further with opening of the Commercial bids in their absence.

In case the proposal is not received as required above on or before the said date and time, it will be presumed that you are not interested in participating in this RFP and Bank shall proceed further.

If the bidder is not complied with all or any of the terms and conditions of the RFP, the Bank has discretion to cancel the offer.

Commercial Offer: 1 copy

The Commercial Offer should give all relevant price information for the required NLD Link as below.

1.2. Requirement Details

Sl.No	Description	Qty	Location
01	25 Mbps point-to-point NLD link on Fiber Cable end-to-end with Ethernet Interface	01	DC-Treasury, Mumbai and DRC-Treasury, Bangalore

The link is required for 3 months only and primarily used for online data replication between DC-Treasury and DRC-Treasury. Bank has the discretion to extend the period and use the link for any other data traffic purpose as per its requirement. The Service Provider has to provide end to end connectivity between DC-Treasury and DRC-Treasury using their own infrastructure.

1.3. Offer Validity Period

The offer submitted shall be valid for 3 months from the last date of submission of bid.

1.4. No Commitment to Accept Lowest or Any Offer

- 1.4.1. The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance. It also reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 1.4.2. The Bank will not be obliged to meet and have discussions with any bidder and /or to entertain any representations in this regard.
- 1.4.3. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

1.5. Format for Bid

The Bid should be made in an organized, structured, and neat manner. All the pages of the submitted bids should be paginated with seal and signature of the authorized signatory. The list of Documents to be submitted for this RFP is as follows:

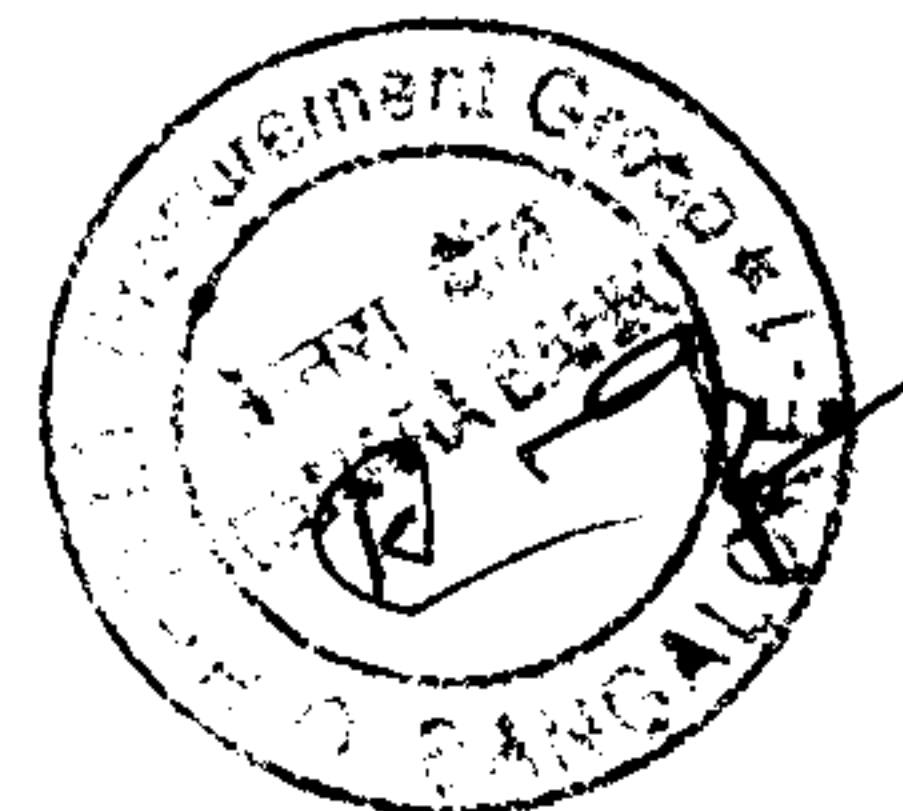
- a) Covering Letter as per Annexure A
- b) Authorization Letter as per Annexure B (This should be carried by the bidder's representative in hand and submitted during Bid Opening)
- c) Response to Technical Requirements as per Annexure C
- d) Compliance Statement as per Annexure D
- e) Bill of Material as per Annexure E

The bidders should submit the offer as mentioned above duly complied by all the terms and conditions of the RFP, otherwise the bid shall be treated as unqualified bid and also liable for rejection. However, Bank has the discretion to seek the clarification, if any and consider the Bid.

2. Terms and Conditions

2.1. Effective Date:

The effective date of start of the contract with the selected bidder shall be from the date of acceptance of the order by the bidder. The validity of the contract shall be for three months and Bank reserves the right to extend the same.

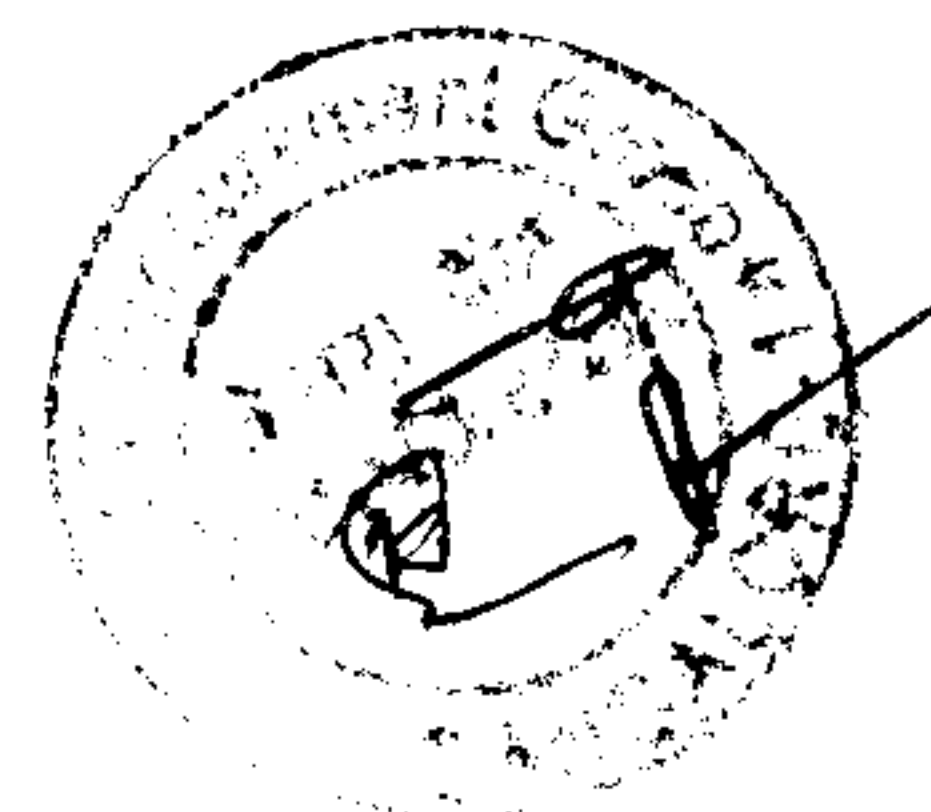


2.2. Scope of Work

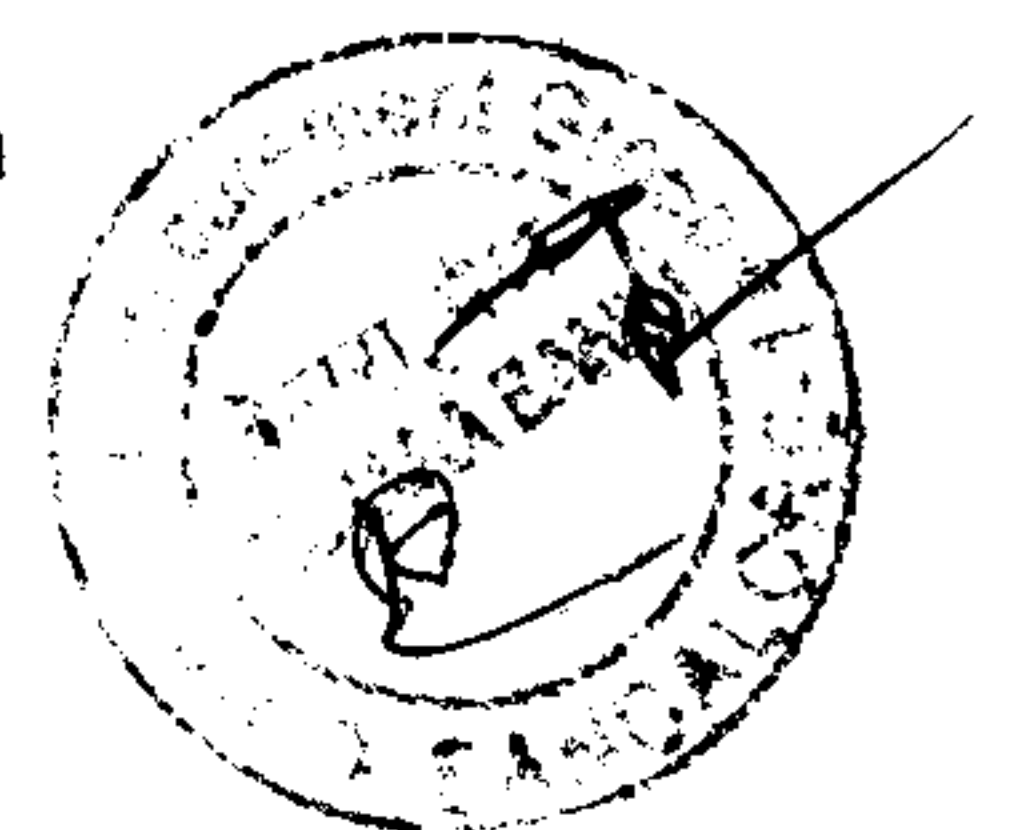
- 2.2.1. The bidder should Install, Commission, Integrate, Test and related Acceptance of point-to-point NLD Link on Fiber for 25 Mbps Bandwidth on turnkey basis between DC-Treasury, Mumbai and DRC-Treasury, Bangalore
- 2.2.2. Required Bandwidth (committed information rate i.e., 25 Mbps) should be provided from activation of link and throughout the contract period.
- 2.2.3. IP Schema for LAN & WAN shall be decided mutually agreed upon both Bank & selected Bidder.
- 2.2.4. The NLD link should be on Ethernet Interface. In case, Bank required it on Serial Interface, appropriate converter should be provided by the bidder at their cost.
- 2.2.5. Selected Bidder should share the information about the firewall and IP addressing policy with the Bank for the purpose of configuring network at Bank's end and technical support and guidance to be provided by the Bidder.
- 2.2.6. The solution / technology offered by the Bidder should support security and inbuilt redundancy.
- 2.2.7. The bidder should supply the Network Devices and other items which are required for establishment of NLD connectivity. The bidder shall arrange to deliver their necessary hardware for commissioning the link to the respective places at their cost. However, necessary document shall be provided by the Bank, if required.
- 2.2.8. Bidder should take transit insurance at their cost during delivery of materials to the respective locations.
- 2.2.9. The bidder shall be fully responsible for establishment of NLD link. The bidder shall do end to end activities with regard to commissioning of NLD link.
- 2.2.10. The bidder shall provide all other required equipments and services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability of the network.
- 2.2.11. The bidder should configure the devices with consultation of Bank's official of respective location during implementation.



- 2.2.12. Bidder should configure IPSec 3DES encryption, tunnel establishment based on the location of use, if required by the Bank.
- 2.2.13. Bidder should do necessary switching & Routing configuration at their NOC / POP end, required for establishment of link.
- 2.2.14. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during contract period shall be provided by the bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- 2.2.15. During the contract period, the bidder shall provide technical consultancy and guidance to the bank.
- 2.2.16. The Bidder shall take all steps to ensure safety and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the bidder or their sub-vendors. The bidder shall also ensure cleanliness of the site (work area) during execution of the contract.
- 2.2.17. The bidder shall do cabling required for establishment of NLD link in the ordered locations at their costs. The bidder shall ensure the link condition before connecting to WAN Network equipment. The equipments required for establishment of NLD link shall be installed by the bidder at Network ante-room at their costs.
- 2.2.18. The Bidder shall submit the document indicating the link feasibility and site preparation requirements after visiting the locations within one week from the date of order. The bidder shall be responsible for checking whether the link is feasible and site is made ready as per the requirements before installing the Mux, Network equipments, etc. The Bank's deliverable specifically includes supply of UPS, Earthing, A/C and providing space for keeping the network equipments/racks.
- 2.2.19. All the cabling done for NLD link shall be neat and structured. The bidder shall do the cabling through PVC conduit/casing/flexi-pipe. The bidder shall document the cabling PATH along with equipment/rack layout and get it approved by the Bank before actual installation.
- 2.2.20. The selected bidder shall offer complete solution as required in this RFP specifically; the deliverables shall include the following:



- 2.2.20.1. Solution Design and details of implementation, Offering the features, Security details, etc
- 2.2.20.2. Check list of all activities for implementing the solution as per the intent of RFP whether or not explicitly mentioned in the RFP, with responsibilities of the bidder.
- 2.2.20.3. Project Completion Report detailing site, Circuit ID, equipment/rack layout, cabling, network connectivity, configuration, etc.
- 2.2.20.4. Project Completion Document should be comprehensive to enable the Bank to refer to any details at a future date in case of faults/errors or maintenance/upgradation.
- 2.2.20.5. Service center and support details. Contact details and escalation matrix.
- 2.2.20.6. Dashboard, NMS and trouble ticketing details.
- 2.2.21. The selected bidder shall own the responsibility to demonstrate that the link established are as per the specification/performance stipulated in this RFP and as committed by the bidder, either at site or in his works without any extra cost to the Bank..
- 2.2.22. The bidder should provide all other required equipments and services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability of the network.
- 2.2.23. The bidder should supply the necessary equipment's for commissioning the link. The detail of the same should be submitted to the Bank for record purpose.
- 2.2.24. The Hardware supplied towards commissioning the link should be insured by the bidder against all risks of loss or damages from the date of shipment till contract period expires. Certificates of the "Comprehensive Insurance Cover" shall be submitted to the Bank for verification / examination and record.
- 2.2.25. The bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, Hardware, software, quality and workmanship. Bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the contract period. During the contract period, bidder shall

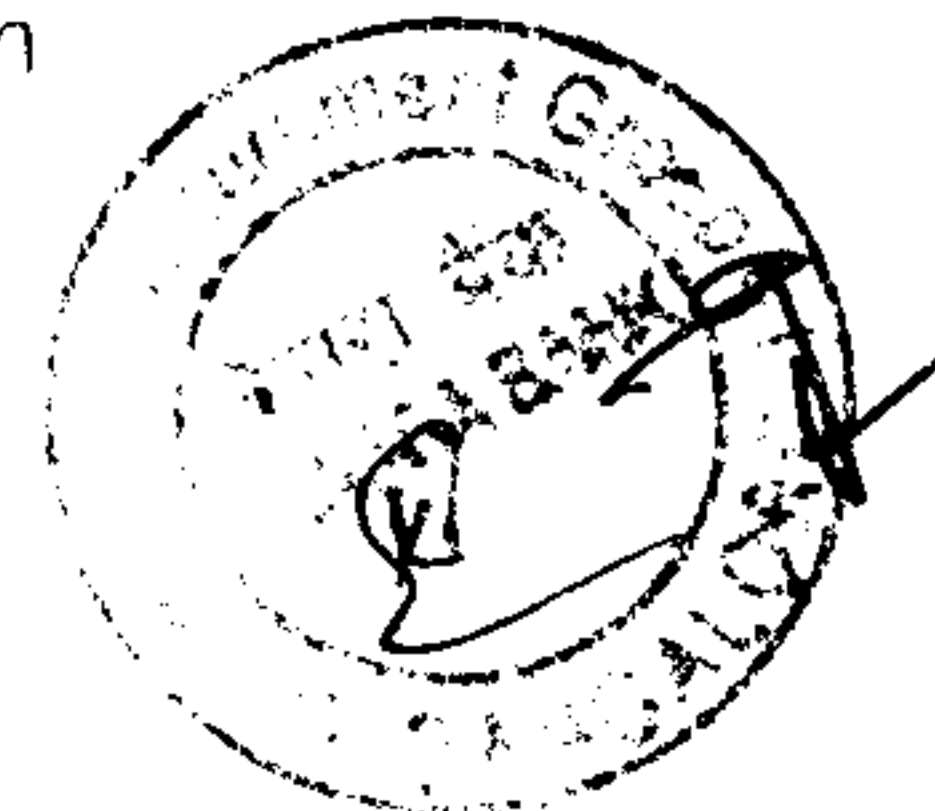


maintain the hardware and software items and repair / replace at the site all defective components at no extra charge to the Bank.

- 2.2.26. Support for maintenance of link should be available during entire contract period on 24x7x365.
- 2.2.27. The conditions of technical services including preventive and corrective maintenance shall be detailed by the bidder. However all support required during the contract period for maintaining the accepted performance and other services as detailed in the RFP shall be provided by the bidder at no extra cost to the Bank.
- 2.2.28. The uptime of the services should be monitored by Bidder only. In case, the problem is reported by the Bank, the same should be rectified within four hours from the time of reporting. If it is major break down incident report should be submitted by mentioning root cause, remedy steps taken, problem's solution etc. to the Bank.

2.3. System Integration & Commissioning

- 2.3.1. The bidder should guarantee a minimum uptime of 99.9% monthly basis and manage/maintain the link on 24x7x365 basis.
- 2.3.2. The selected bidder shall sign a Service Level Agreement (SLA) as per RFP terms and conditions with the Bank to provide uninterrupted service and maintenance support of NLD Link between DC-Treasury, Mumbai and DRC-Treasury, Bangalore.
- 2.3.3. The Bank has outsourced the maintenance of the network to M/s IBM India Pvt. Limited and it is the responsibility of the selected bidder to coordinate with M/s IBM Network Engineers for commissioning of the links as per the Bank requirements.
- 2.3.4. The bidder should arrange the road permits for Hardware required for establishment of Link at the respective locations specified at their cost. Bank shall provide the necessary letter, documents, etc for obtaining Road Permits, if required.
- 2.3.5. The bidder should arrange required Right of Way(RoW) permission from local Corporations/ Municipals/authorized agency for road cutting, digging, laying fiber etc., The Bidder shall produce such permission copy from these agencies, if bank requires.
- 2.3.6. No aerial cable pulling is permissible from bidder's PoP to location premises of Bank. i.e. only terrestrial digged fibers are to be laid end-to-end till DC-Treasury and DRC-Treasury.



2.3.7. The Bank shall provide building earthing for commissioning of Network / Telecom devices. However, if the bidder warrants separate earthing for the devices, it should be arranged by the bidder without additional cost to the Bank and its bidder responsibility to get the clearance from the concern authorities.

2.4. Payment Terms

2.4.1. One time installation cost shall be paid after completion of installation and establishment of NLD link and acceptance of link by the Bank after deducting applicable TDS and penalty if any. However link commissioning Report/acceptance report duly signed by Bank officials of the respective location should be submitted in originals while claiming payment in respect of orders placed.

2.4.2. The Bank will pay bandwidth recurring charges monthly in arrears from the date of acceptance of link, which includes Service support, Faulty hardware replacement, NMS, dashboard, technical consultancy, technical guidance, etc , after deducting applicable TDS and penalty if any.

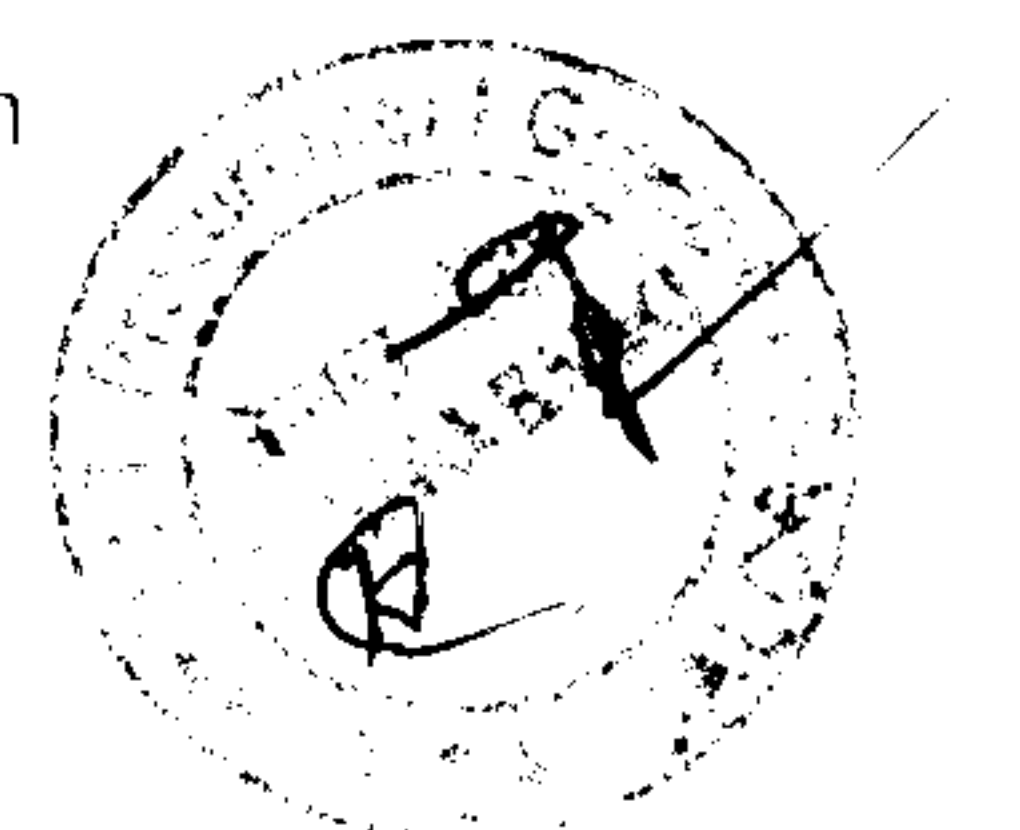
2.4.3. The payment towards the installation, commissioning and integration of the NLD link would be made once only. Even if the bank upgrades/degrades the link capacity, no further charges towards the installation/commissioning of the new capacity link would be provided.

2.4.4. However, in case the DC-Treasury, DRC-Treasury is migrated to any new location /building, then the charges as defined at 2.4.1 for that particular location would become re-payable to the selected bidder.

2.5. Pricing & Payments

2.5.1. The Price shall be inclusive of all charges like, the charges towards supply, installation, commissioning, integration, port charges, bandwidth provisioning, cabling, connectors, adapters, acceptance, Road permit, Taxes on road permit, Octroi / entry tax, Insurance, NMS, Dashboard and Services & Support etc, except service tax. Prices quoted must be firm till the completion of the contract.

2.5.2. Applicable service tax shall be paid at actuals to the maximum of taxes indicated in the Bill of Material. If there is any delay in commissioning of link on account of the Bidder, then any increase in



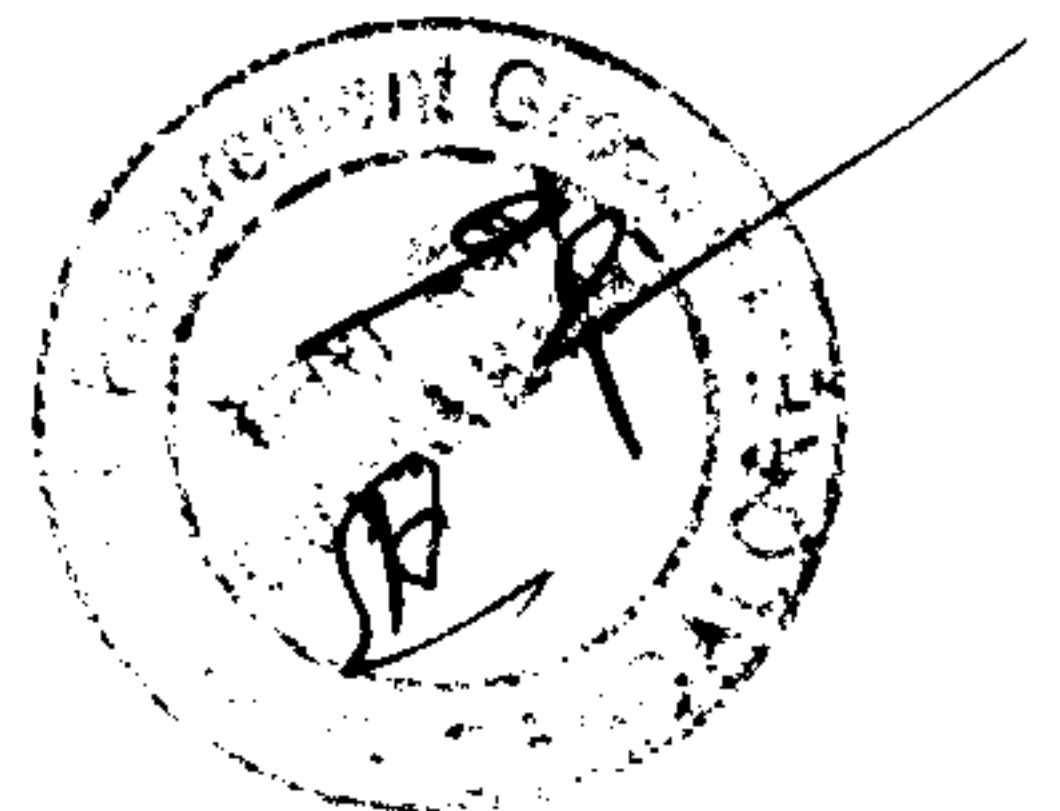
tax rate has to be borne by the bidder. However if any decrease in the tax rates, then the taxes at actuals will be paid.

2.6. Completion Period

- 2.6.1. Installation, Commissioning, Integration, Testing and related Acceptance of point-to-point NLD link of 25 Mbps between DC-Treasury, Mumbai and DRC-Treasury, Bangalore (also including the related installation and commissioning of required equipments if any) should be within three weeks from the date of acceptance of order.
- 2.6.2. The effective date of payment for the Bandwidth recurring charges for the 25 Mbps NLD link shall be from the date of acceptance of the said link established between DC-Treasury, Mumbai and DRC-Treasury, Bangalore duly certified by the Bank's official.
- 2.6.3. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Bangalore and Mumbai locations. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project.

2.7. Liquidated Damages

- 2.7.1. **Liquidated Damages for Delay in establishment of NLD link:** If the bidder fails to complete the install and integrate as per clause 2.6.1, the bank shall impose Liquidated Damages, a sum of one half of one percent (0.5%) of the total cost of one time installation cost which has been completed beyond the stipulated period, as per the order, for each calendar week of delay or part thereof.
- 2.7.2. **Liquidated Damages for non-performance:** If the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications immediately to ensure the committed uptime of 99.9%, failing which the Bank has the sole right either to reject or to accept it finally by recovering the amount as deemed reasonable by the Bank.
- 2.7.3. All the above LDs are independent of each other and are applicable separately and concurrently.
- 2.7.4. LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility/onus of the bidder to prove



that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank's official that the delay is attributed to the Bank and Force Majeure at the time of requesting installation and commissioning payment. If the bidder fails to produce proof from Bank's officials for delay in installation and commissioning, if any, the date of installation shall be taken for calculating the delay for LD purpose.

2.8. Equipment related to Links

- 2.8.1. The Bidder shall provide unconditional and unlimited warranty which will include repair/replacement and maintenance of all Telecom equipments such as STM, Modems, Media Converters etc related to establishing of required NLD links as per this RFP and supply of spare parts as and when required for smooth functioning of the equipment and maintaining the committed uptime.
- 2.8.2. The equipment supplied/deployed under the order shall be fully insured till installation by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. Bank will not be responsible for any loss to bidder on account of non-insurance to any equipment or services.

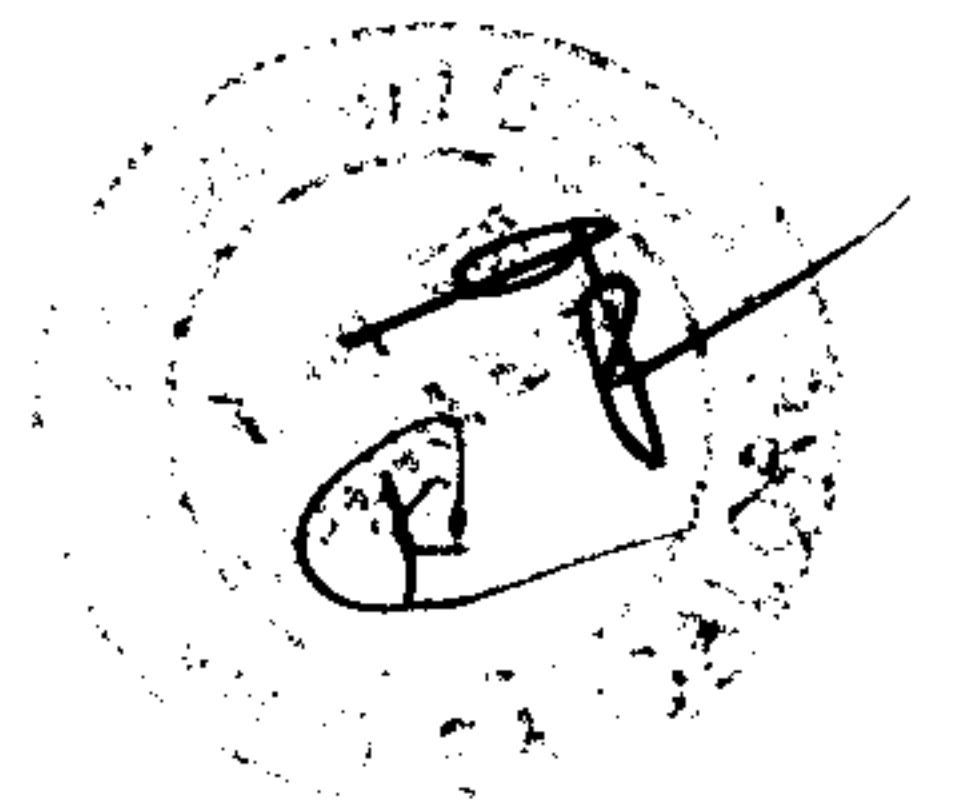
2.9. Uptime

- 2.9.1. The bidder shall guarantee an uptime of **99.9% per Month** for the NLD Link at each location on 24x7x365 basis, which shall be calculated on monthly basis. Bidder shall indicate call log-in procedure, preventive break down/corrective maintenance. The "Uptime" is, for calculation purposes, equals to the Total contracted hours in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted hours. "Failure" is the condition that renders the bank unable to perform any of the defined functions on the said link. "Restoration" is the condition when the selected bidder demonstrates that the said links are in working order and the Bank acknowledges the same.
- 2.9.2. The percentage uptime is calculated on monthly basis per link as follows:

(Total contracted hours on 24X7 basis in a month - downtime hours within contracted hours)

-----* 100

Total contracted hours in a month



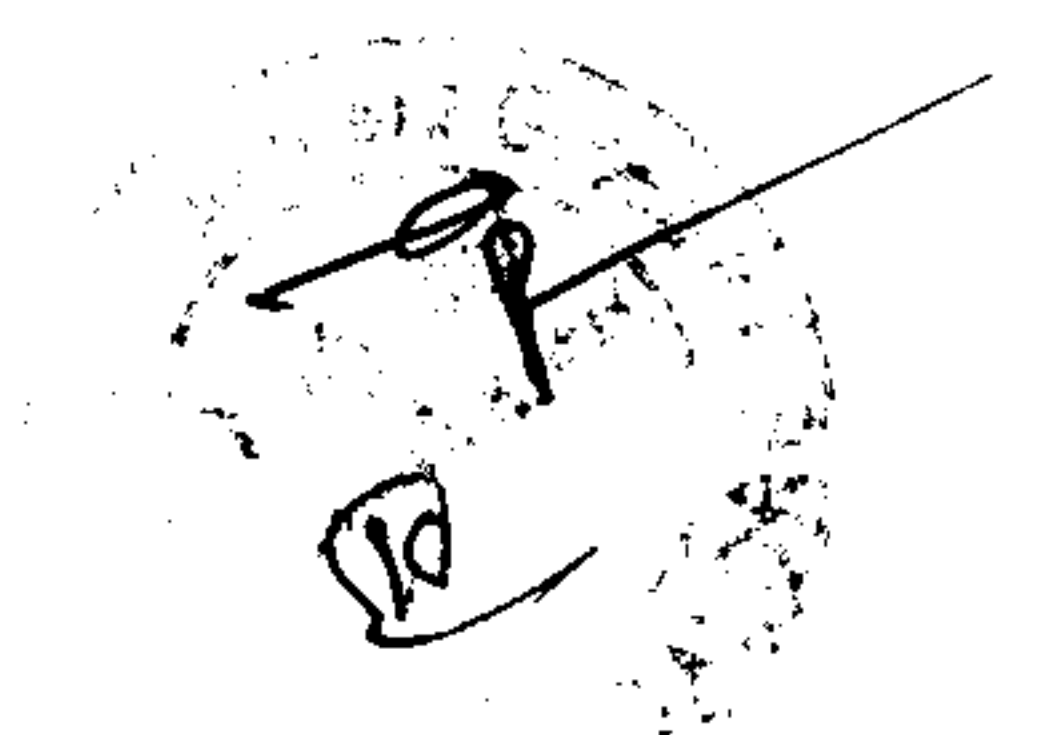
- 2.9.3. Log book shall be maintained by the bidder and bank for each incident for recording details such as date and time of failure, nature of failure, time of reporting, time of restoration, details of repair, acknowledgement by the bank that the failure is rectified, signature of both bidder and bank, etc. Log book shall also be maintained for recording failure on the part of UPS and earthing
- 2.9.4. If the monthly uptime is below 99.9%, the Bank shall also deduct a penalty from the monthly bandwidth recurring payment @ 1% of cost of monthly bandwidth recurring charges for each location/site for every 0.1 percent or part thereof reduction in the uptime. However, if uptime is less than 98%, the Bank shall levy penalty and shall have full right to terminate the contract under this RFP or SLA, if contracted. The right of termination shall be in addition to the penalty.
- 2.9.5. The bidder should provide the NMS dashboard to the BANK for verifying/calculating the uptime. Downtime, etc.

2.10. Acceptance of Link by the Bank

- 2.10.1. The NLD link shall be accepted from the date of installation and commissioning and on successful completion of Acceptance test duly certified by the Bank's Officials.
- 2.10.2. The ATP shall be finalized on mutual agreement with the selected bidder. Bidder shall plan in advance the acceptance tests is to be conducted and inform the Bank. Bidder shall demonstrate all the features to Bank Officials for signing the ATP. Bidder and Bank officials shall sign ATP document. Pending completion of acceptance tests, the bank reserves the right to use the system and such usage shall not be deemed as acceptance of the system by the selected bidder. Unsatisfactory performance in interconnectivity or integration or migration may result in the Bank's rejection.

2.11. Termination of Contract

If there is a breach of any of the terms and conditions on the part of the Bidder, the Bidder shall rectify the said breach within 7 day from the date of intimation of the said breach by the Bank. If the Bidder fails to rectify within 7 day, the Bank shall have every right to terminate the service without further notice to the bidder. The above said clause is without prejudice to the right of the bank to claim Liquidated Damages.



2.12. Order Cancellation

2.12.1. The Bank reserves the right to cancel the order placed on the selected bidder and recover expenditure, if any incurred by the Bank on the following circumstances:

2.12.1.1. Delay in installation, commissioning of the NLD link as per the Clause 2.6.1.

2.12.1.2. The selected bidder commits a breach of any of the terms and conditions of the bid.

2.12.1.3. The selected bidder goes into liquidation voluntarily or otherwise.

2.12.1.4. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

2.12.1.5. The progress made by the selected bidder is found to be unsatisfactory.

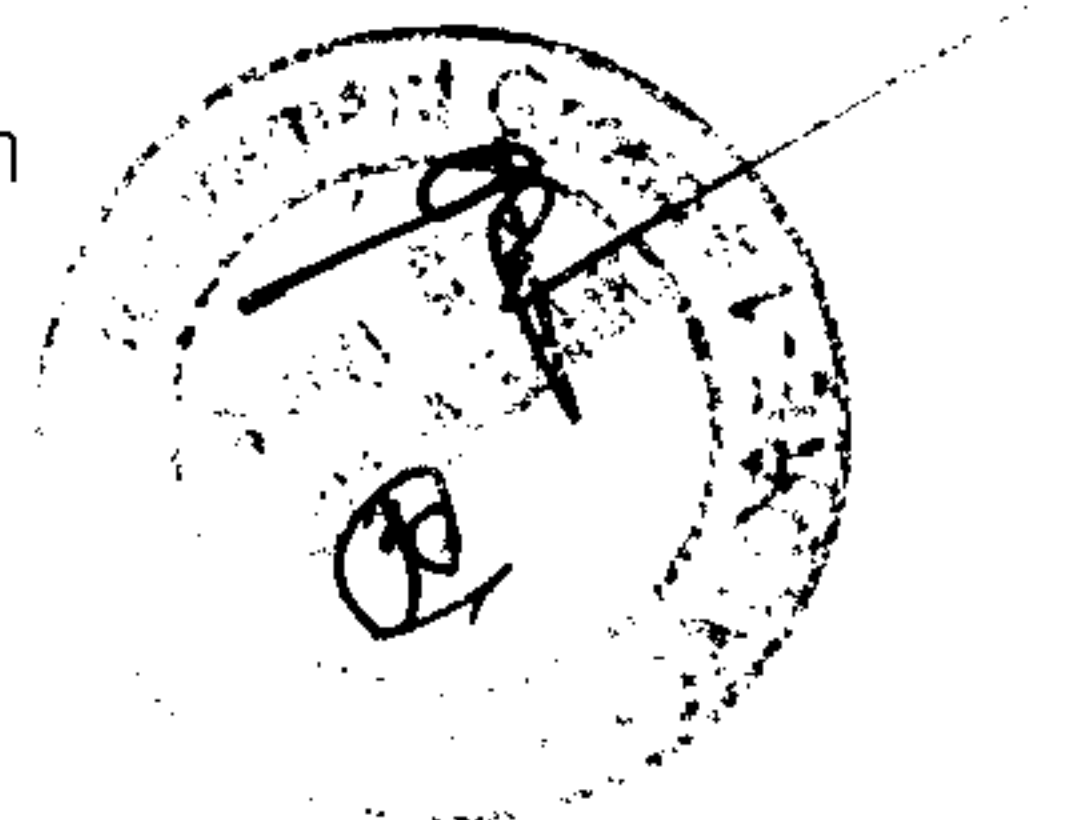
2.12.1.6. If deductions on account of Liquidated Damages for Bandwidth recurring charges exceeds more than 25% of the monthly Bandwidth charges.

2.12.2. The Bank shall serve the notice of termination to the selected bidder at least 07 days prior, of its intention to terminate services.

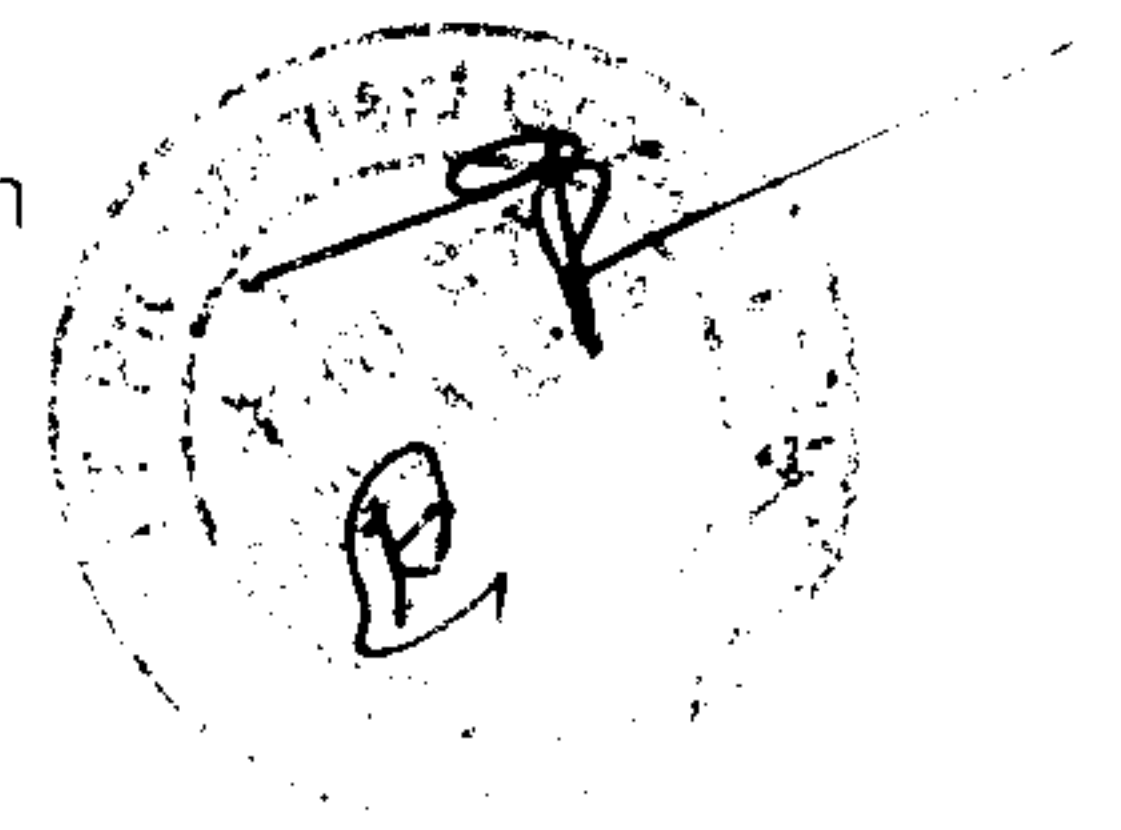
2.13. Other Terms and Conditions

2.13.1. The Installation will be deemed as incomplete if the connectivity is not operational or not acceptable due to technical non-suitability or not established as per the specifications as mentioned in the RFP. The installation will be accepted only after complete commissioning of link and operational.

2.13.2. In case the Installation/acceptance of link is pending in any location on account of non-readiness of the site confirmed by the Bank's official in writing, relevant payment shall be released only against submission of Financial Bank Guarantee of value equivalent to the payment claim made along with an undertaking letter to complete the installation process as per scope of work mentioned in the RFP, as and when the sites become ready for installation and to conduct Acceptance test.



- 2.13.3. The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of hardware. However, the Bank will provide letters / certificate / authority to the bidder, if required.
- 2.13.4. Commissioning of the link will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP.
- 2.13.5. The bidder should take all care not to hamper the working of the branches and offices. Any interruption in the branches/offices has to be foreseen by the bidder and the same has to be brought to the notice of the Bank in writing and only on approval by the Bank, the bidder shall proceed ahead. The bidder shall always take prior permission of the premise in-charge of the Bank before starting any work. The selected bidder shall supply identity cards to all their employees scheduled to work in the Bank's premises and formally submit request letter to the Bank's official for permitting access. The bidder shall abide by the security rules & procedures of the Bank. Any requirement of working after office-hours and on holidays of the Bank shall be foreseen and a request in writing shall be made to the Bank in advance and obtain permission from the Bank.
- 2.13.6. In case any damage of Bank's property during execution of work is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- 2.13.7. It is the responsibility of the Bidder to uncrating, inspection of delivered boxes, etc, for which the Bank shall provide the required space. While unpacking and installation the bidder shall check physical availability of items as per the packing list.
- 2.13.8. The bidder shall also indicate the site preparation required for installation in terms of requirements like the size and weight of the System/sub-system (space required), operating temperature and relative humidity, dust level, requirement of air-conditioner, power requirement (stabilizer, UPS), electrical grounding(earthing) AC/DC, grouting requirement, floor/ceiling type, requirement of false floor/ceiling, etc., separately for establishment of Link. Load on power and heat dissipation for each equipment shall also be mentioned. However, the equipment shall be operable in 190-270V, single phase 47-65 Hz AC power supply, building earth, standard operating earth, etc.



2.13.9. The Bidder shall specify in the contract the necessary space and facilities required by them at the time of installation and also other facilities required viz. storage cabinets, work bench, cupboards, telephone, etc.

2.14. Indemnity.

The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from breach of any of the terms and conditions of this agreement or infringement of any law pertaining to patent, trademarks, copyrights etc. or both.

2.15. Publicity.

Any publicity by the bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

2.16. Force Majeure.

2.16.1. The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.

2.16.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.

2.16.3. In the event of any such intervening Force Majeure, the bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

2.16.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month, the Bank and the



bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the bidder.

2.17. Arbitration

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

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

2.17.3. The venue of arbitration proceedings shall be at BANGALORE, INDIA.

2.18. The Jurisdiction of the Court.

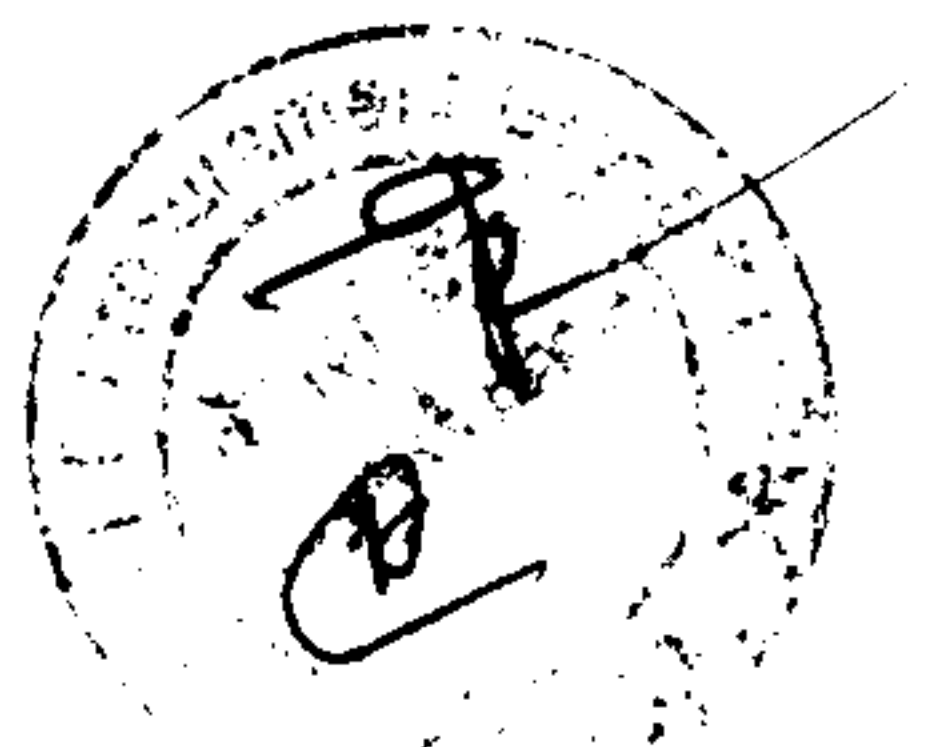
Any disputes in relation to this agreement is governed under law of India within the jurisdiction of the court at Bangalore

Yours faithfully,



R Rajendran
Deputy General Manager





Annexure A - Covering Letter Format

Offer Reference No:

Date:

The Deputy General Manager,
Canara Bank,
Asset Procurement & Management Group,
Department Of Information and Technology Wing,
Naveen Complex, 14 M G Road,
Bangalore - 560 001
Karnataka

Dear Sir,

Sub: Request for Proposal (RFP) for High Bandwidth Link between DC-Treasury,
Mumbai and DRC-Treasury, Bangalore

Tender Ref: RFP 19/2010-11 DT: 20.01.2011

Having examined the tender document with all annexures the receipt of which is hereby offer to point-to-point NLD link in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

We hereby agree to all the terms and conditions stipulated in the RFP except for the variations and deviations of requirements as mentioned by us in the Compliance Statement, submitted along with our Offer.

We agree to abide by this offer till 3 months from the date of opening of the offer by the Bank and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

Until a formal contract is prepared and executed, this offer together with the Bank's notification of award by means of order shall constitute a binding contract between us.

We understand that the Bank may reject any or all of the offers without assigning any reason whatsoever.

We also understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

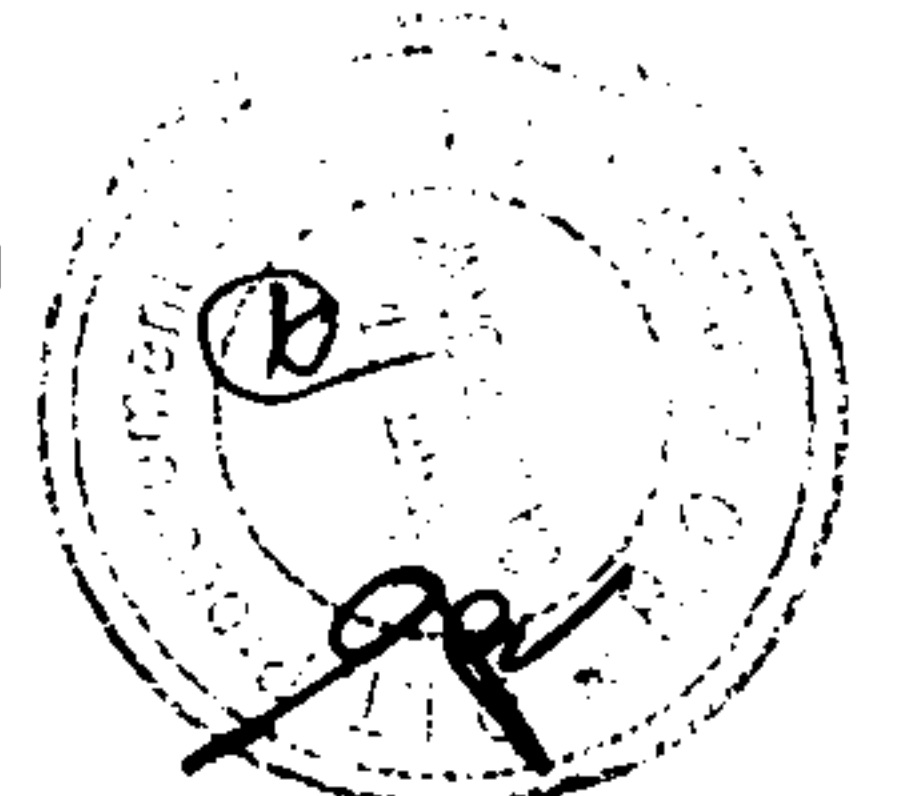
Dated this _____ day of _____ 2010

Signature _____
Name of the company with seal

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Asset Procurement & Management Group
Department of Information Technology Wing
Head Office Annexe, Naveen Complex
#14, M.G.Road, Bangalore – 560 001

Telephone : 080-25590070
Fax : 080-25596539
E-mail : hoditapm@canbank.co.in
Website : www.canarabank.com



Annexure B - Authorization Letter Format

(Note: This should be submitted in bidder's Letter Head)

The Deputy General Manager,
Canara Bank,
Asset Procurement & Management Group,
Department Of Information and Technology,
Naveen Complex, 14 M G Road,
Bangalore - 560 001
Karnataka

Date:

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

REF: Your RFP No: 19/2010-11 Dated 20.01.2011

This has reference to your above RFP for High Bandwidth link between DC-Treasury, Mumbai and DRC-Treasury, Bangalore.

Mr. Miss/Mrs. _____ hereby authorized to attend the bid opening of the above RFP _____ DT: _____ on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority
Authority

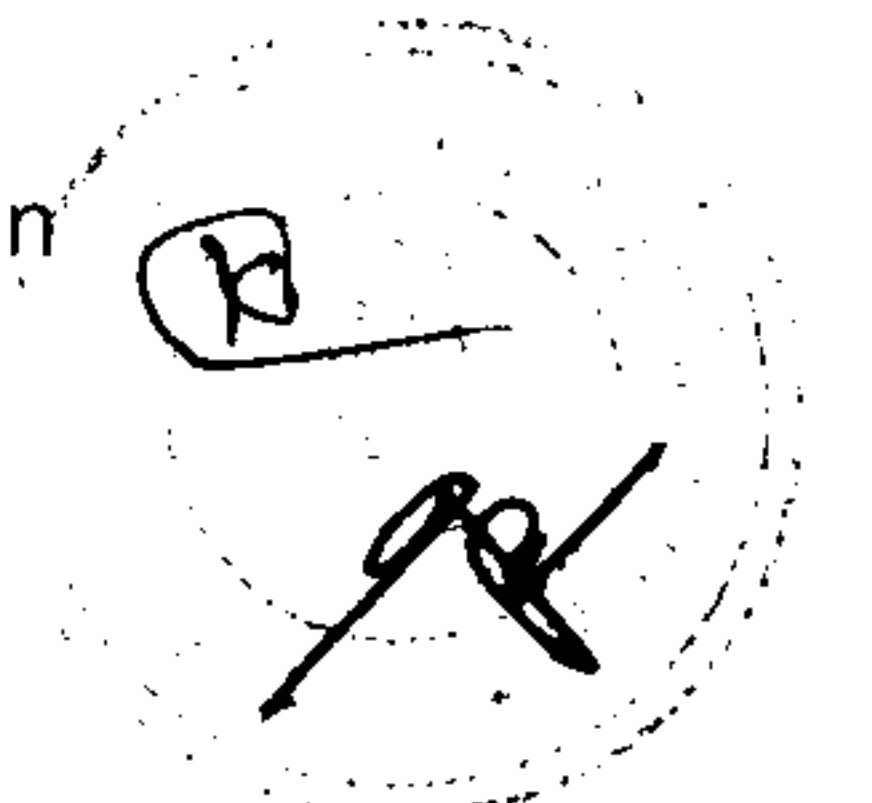
Signature of Attesting

Name of Authorizing Authority

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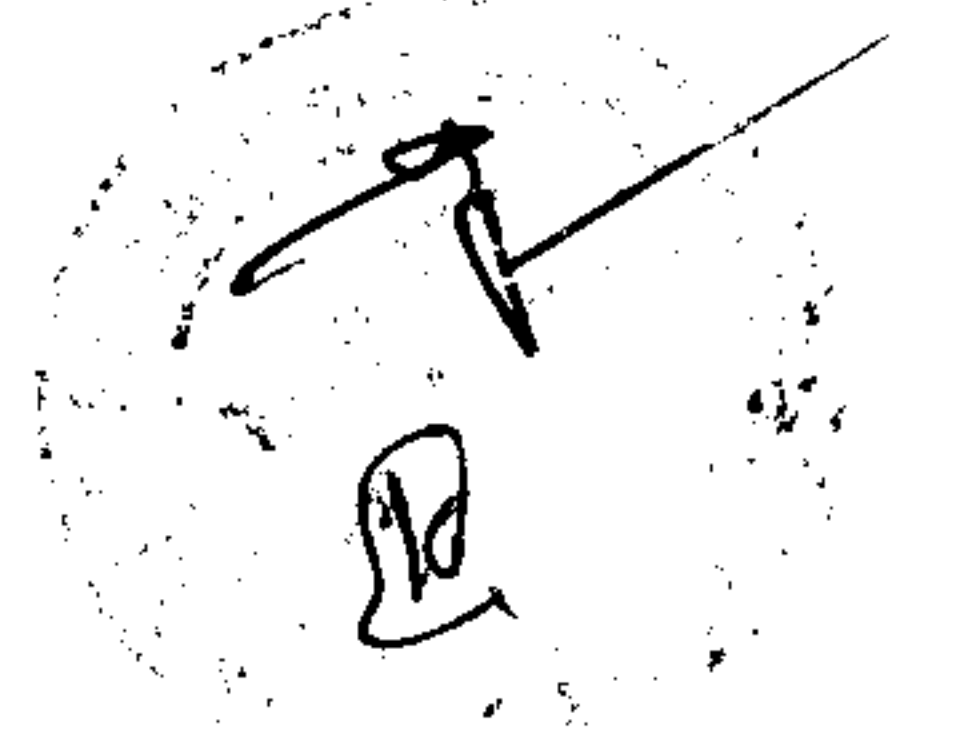
Asset Procurement & Management Group
Department of Information Technology Wing
Head Office Annexe, Naveen Complex
#14, M.G.Road, Bangalore – 560 001

Telephone : 080-25590070
Fax : 080-25596539
E-mail : hoditapm@canbank.co.in
Website : www.canarabank.com

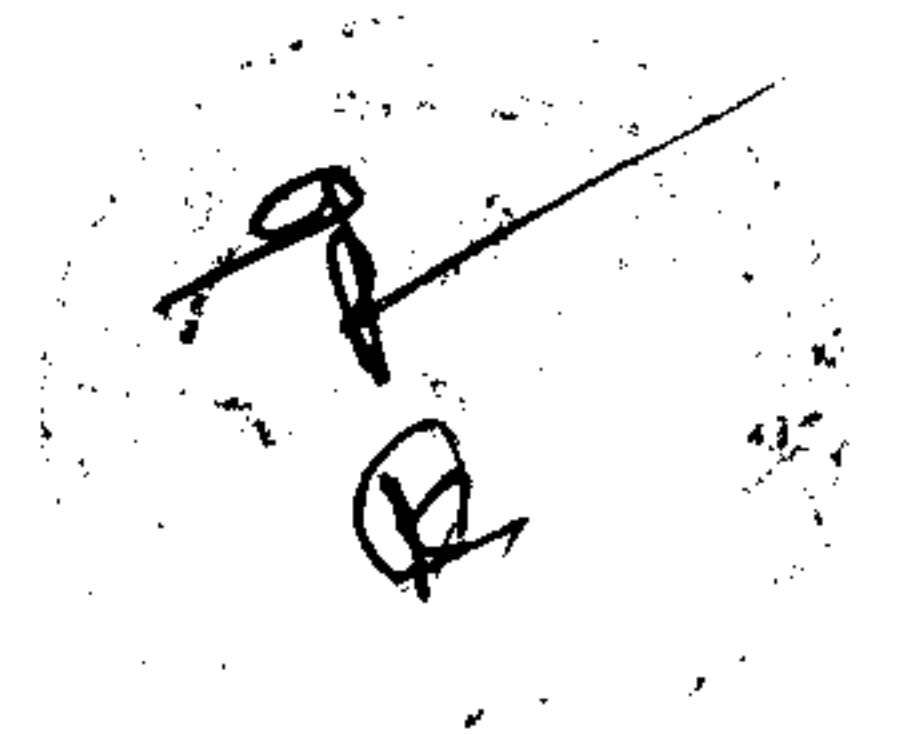


Annexure C - Technical Requirements

Sl. No	Item Name	Particulars	Bidder's Response (Yes / No)	Remarks / Deviation
1.	Type of connectivity	Point-to-Point NLD Link on Fiber between DC-Treasury and DRC-Treasury. The bidder shall provide the NLD connectivity end-to-end with necessary hardware, software, MUX, adapter, converter, cable, road permit, etc at bidder's cost		
2.	Committed Information Rate	25 Mbps of Ethernet Link on Fiber		
4.	Contractual Period	Minimum commitment - Three Months. The same may be extended based on Bank's requirements.		
5.	Place of Installation	DC-Treasury, Mumbai and DRC-Treasury, Bangalore		
6.	Link Termination	Bank's Router/Switch through bidder's MUX only.		
7.	Service Level Requirements for the service offered			
	a. Uptime	99.9% or above on 24x7x365		
	b. Reliability	100 %		
	c. Throughput	100% of Bandwidth Capacity		
	d. Latency	The latency between DC-Treasury, Mumbai and DRC-Treasury, Bangalore router should be less than 40 msec under no load circumstance.		
	e. Link overhead	Less than 5%		
	f. Packet Loss	Less than 1%		
	g. Response Time	Maximum 2 Hours.		
	h. MTTR	4 Hours.		



8	Redundancy	The bidder should have ring based fiber architecture with route diversification.		
9	Last Mile	All the last mile connections should be provided and managed/monitored online (24X7)		
10	Reports	The bidder should provide real time and historical report to the Bank which consists of Uptime, downtime, etc., and also remarks on the problem resolution, if any.		
11	Helpdesk	The bidder should have 24*7 Helpdesk and online trouble ticketing tool for logging the complaints and tracking of the calls, etc.,		
13	Security	The Network should adhere to the following security aspects: <ul style="list-style-type: none"> • Strong Authentication for the terminated link at the DC and DRC. • DC - DRC IPSEC tunnel for data confidentiality • Should support DES/3DES /AES, etc The Bank will have the right to conduct post-implementation audits of the Network to ensure that the security controls are in place.		
14	NMS	The bidder must provide a link status, uptime, downtime, capacity, utilization etc parameters through a web portal. However, the Bank can also deploy its own tool to monitor the links, if required and the bidder shall enable the same at their system .		



Annexure D - Compliance Statement

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

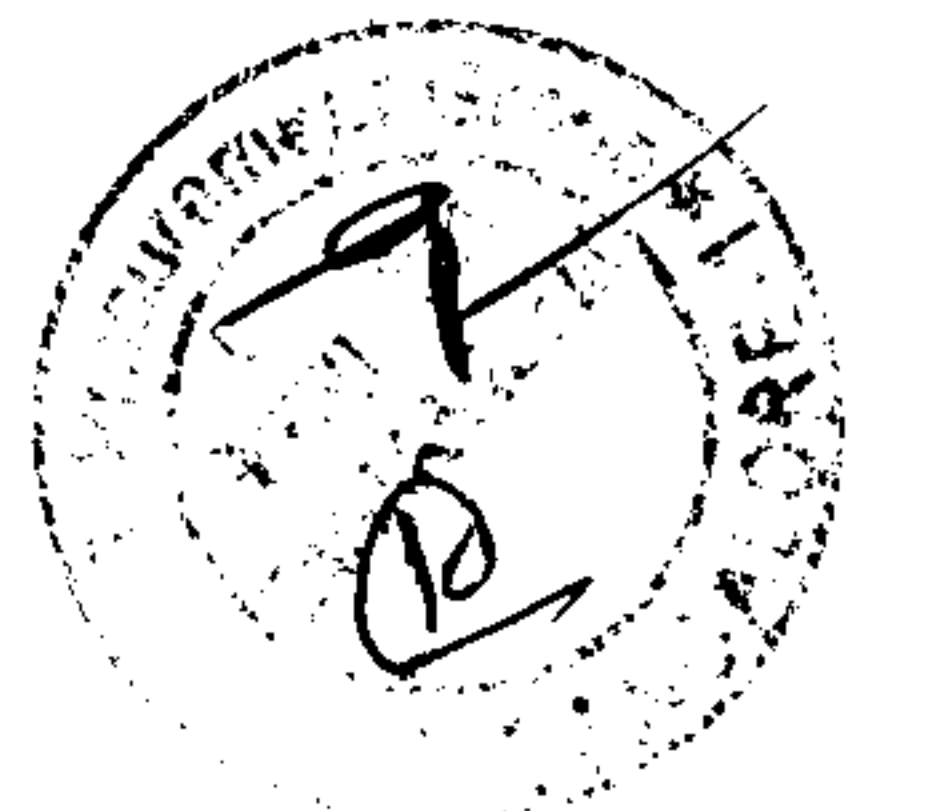
Main RFP / Annexure No.	Clause / Clause No.	Sub	Deviation	Specific Page no. of the Response

Place:

Date:

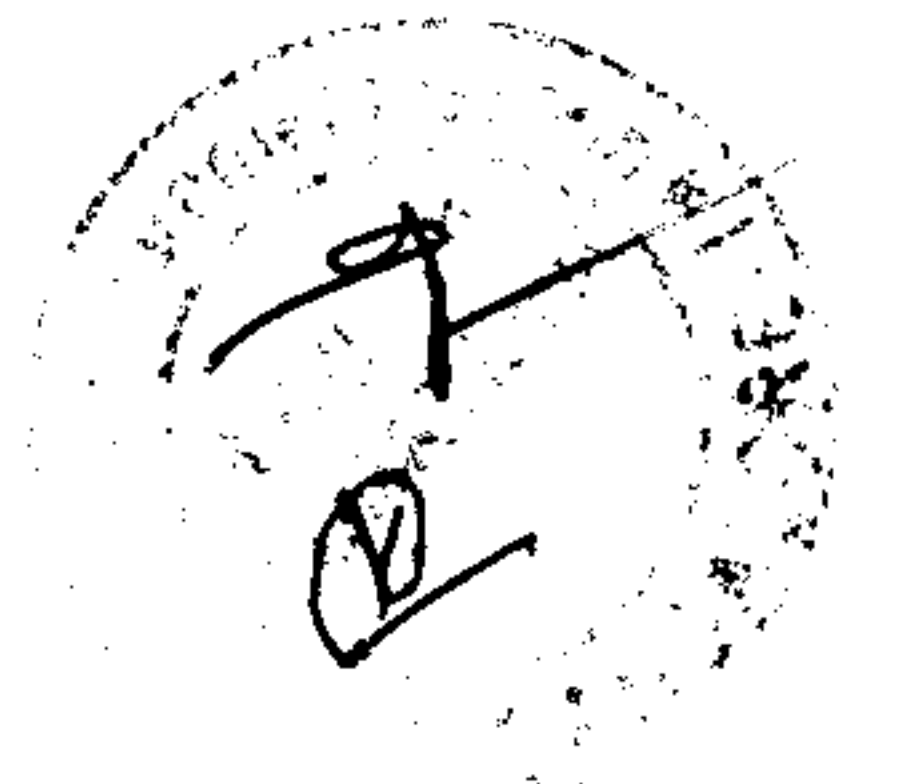
Signature of Authorized signatory with seal

Note: If there are no deviations the bidder has to give his response by writing 'NIL' in the statement



Annexure E - Bill of Material (BOM)

Sl. No	Description	Qty	Unit Price	Tax @ %	Tax Value for the unit cost	Total Price = [(Unit Price + Tax Value)*Qty]
A	One Time Charges for Installation, Commissioning & Integration, Testing and related Acceptance of NLD Link between DC-Treasury, Mumbai and DRC-Treasury, Bangalore. (Charges including port charges, last mile, connectors, cables, accessories, etc., other than Bandwidth)	01				
B	Monthly Bandwidth Recurring charges for 25 Mbps NLD link between DC-Treasury, Mumbai and DRC-Treasury, Bangalore. (Charges including port charges, maintenance and service)	03	<Mention One Month Charges>			
	Total Amount (C = A + B)					



Annexure F - Location Details

<u>A End:</u>	<u>B End:</u>
Canara Bank DC - Treasury Maker Chambers 3 7 th Floor, Nariman Point Mumbai - 400021	Canara Bank DRC - Treasury # 14 M G Road Naveen Complex Bangalore - 560001

