Request for Proposal – for Internet Lease Line over RF

3rd April 2021
[A] Important Dates:

<table>
<thead>
<tr>
<th>#</th>
<th>Particulars</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RFP Issuance Date</td>
<td>3rd April 2021</td>
</tr>
<tr>
<td>2</td>
<td>Last Date of Receiving Clarifications</td>
<td>5:00 PM on 15th April 2021</td>
</tr>
<tr>
<td>3</td>
<td>Last Date of Submission of RFP Response (Closing Date)</td>
<td>3:00 PM on 26th April 2021</td>
</tr>
<tr>
<td>4</td>
<td>Technical Bid Opening Date</td>
<td>4:00 PM on 26th April 2021</td>
</tr>
<tr>
<td>5</td>
<td>Financial Bid Opening Date</td>
<td>Intimated later</td>
</tr>
</tbody>
</table>

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BRKGB means ‘Baroda Rajasthan Kshetriya Gramin Bank’
2. Recipient, Respondent, Bidder and Vendor means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Bidder / Vendor, Bank shall be individually referred to as ‘Party’ and collectively as ‘Parties’
5. Tender means RFP response documents prepared by the bidder and submitted to Baroda Rajasthan Kshetriya Gramin Bank

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Baroda Rajasthan Kshetriya Gramin Bank expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.
## Contents

1. Introduction .............................................................................................................................................. 4
2. RFP Response terms ................................................................................................................................. 6
3. Scope of Work ........................................................................................................................................... 8
4. Term of Reference (TOR) & Service Level Agreement (SLA): ............................................................... 9
5. ELIGIBILITY CRITERIA ............................................................................................................................. 10
6. Evaluation process .................................................................................................................................. 10
7. TERMINATION OF CONTRACT ............................................................................................................. 11
8. Arbitration .............................................................................................................................................. 11
9. Indemnity ............................................................................................................................................... 12
10. Publicity ............................................................................................................................................... 12
11. Force Majeure ..................................................................................................................................... 12
12. Disclaimer ........................................................................................................................................... 13
1. Introduction

1.1 Introduction and Disclaimer

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Baroda Rajasthan Kshetriya Gramin Bank (“the Bank”) for Internet Lease Line of 5mbps over RF (Not on fiber or copper).

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank, after completion of the selection process as detailed in this document.

1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation, express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

1.3 For Respondent Only

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

1.4 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

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

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.6 Costs Borne by Respondents

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

1.7 No Legal Relationship

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

1.8 Recipient Obligation to Inform Itself

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

1.9 Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.10 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.
1.11 Standards:
All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

1.12 Acceptance of Terms
A Recipient will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document.

2. RFP Response terms

2.1 Lodgment of RFP Response

2.1.1 Application Money
Application Money of Rs. 1,000/- (Rupees One Thousand Only) by way of Bankers Cheque / Demand Draft / Pay Order favoring Baroda Rajasthan Kshetriya Gramin Bank, payable at Ajmer (Rajasthan), which is non refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any bidder where application money has not been furnished with RFP response.

2.1.2 RFP Closing Date
RFP Response should be received by the officials indicated not later than 3:00 PM 26th April 2021 at Baroda Rajasthan Kshetriya Gramin Bank as per the details given in this Section.

2.2 Late RFP Policy
RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

2.3 Requests for Information
Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.

All questions relating to the RFP, technical or otherwise, must be received by Bank at email it.ho@barodarajasthanrrb.co.in Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications.

The Respondent must communicate the same in writing. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. However, the Bank will not answer any communication initiated by the
Respondents later than 5:00 PM on 15th April 2021 and it will be assumed that all terms are cleared to bidder.

2.4 Notification
The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

2.5 Disqualification
Any form of canvassing/lobbying/influence/query regarding short listing, status etc shall be a disqualification. Bank shall reject responses to the tender without assigning any reasons to respondent.

2.6 Language of Tender
The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English language only.

2.7 RFP Response Submission Details
Eligibility & Technical bids shall be submitted in separate sealed sub-envelopes super scribing:

1st Sub envelope: - “TECHNICAL BID FOR BARODA RAJASTHAN KSHETRIYA GRAMIN BANK –RFP for Internet Lease Line over RF” on the top of the sub-envelope containing the Eligibility cum technical Bid. 1st sub envelope should also have the Application Money Demand Draft / Banker’s Cheque and the EMD

2nd Sub envelope: - “COMMERCIAL BID FOR BARODA RAJASTHAN KSHETRIYA GRAMIN BANK –RFP for Internet Lease Line over RF” on the top of the 2nd sub-envelope containing the Commercial Bid as per annexure 1. This sub-envelope should have the hard copy of Financial Bid.

Master envelope: - These two separate sealed sub-envelopes should be put together in another sealed master envelope super scribing “BID FOR BARODA RAJASTHAN KSHETRIYA GRAMIN BANK –RFP for Internet Lease Line over RF”

All the pages of the proposal including annexures and documentary proof should be numbered and be signed by the authorized signatory.

2.8 Contact Details for Responding to RFP
2.8.1 RFP Coordinator
The Bank has established a RFP coordinator to provide a venue for managing vendor relationship and other requirements through the Bank’s decision making body for contract clarification.
All the queries and communication must be addressed to the following RFP coordinator/contact personnel from the Bank:

Mr. A. K. Duggal
Tel – 0145-2642579, Email – it.ho@barodarajasthanrrb.co.in

2.9 Earnest Money Deposit

The Bidders will have to submit the Earnest Money Deposit (EMD) along with commercial quotes at the rate stipulated by the bank.

1. The Bidder shall furnish, as part of its commercial bid, earnest money deposit of an amount based on the items, being quoted

<table>
<thead>
<tr>
<th>If Quoted for</th>
<th>Earnest Money Deposit (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internet Lease Line</td>
<td>10,000/-</td>
</tr>
</tbody>
</table>

2. The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favoring “Baroda Rajasthan Kshetriya Gramin Bank” payable at Ajmer (Rajasthan). Any commercial bid not secured in accordance with the above will be rejected by Baroda Rajasthan Kshetriya Gramin Bank as non-responsive.

3. Unsuccessful Bidder’s earnest money deposit will be returned by the Bank within 7 days of decision. No interest shall be paid on earnest money deposit to unsuccessful Bidder.

3. Scope of Word

To provide 5 Mbps Internet connectivity for locations Office:

- The Internet connectivity should have fully dedicated (1:1), unshared & High Quality 5 Mbps symmetric bandwidth without any compression factor through RF (Radio Frequency).
- Installation, commissioning, configuring of the link and hardware (Modems and Router etc).
- Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.
- The bidder is required to maintain the link for a minimum period of one year, further it can be extended, based on requirement and satisfactory services upto further two years, year on year basis (Total Three Years)

3.1 Locations:

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alwar</td>
<td>Baroda Rajasthan Kshetriya Gramin Bank, Regional Office, 13, Lajpat Nagar, Scheme-2, PO- ALWAR (Rajasthan), Pin-301001</td>
</tr>
<tr>
<td>Banswara</td>
<td>Baroda Rajasthan Kshetriya Gramin Bank, Regional Office, 1st Floor Khaddi Flex Building, Housing Board Tiraha, Udaipur Road, PO-Banswara, 327001</td>
</tr>
<tr>
<td>Baran</td>
<td>Baroda Rajasthan Kshetriya Gramin Bank, Regional Office, Kota Road, PO- Baran, Dist- Baran (Rajasthan), 325205</td>
</tr>
</tbody>
</table>

Request for Proposal – for Internet Lease Line over RF
4. Term of Reference (TOR) & Service Level Agreement (SLA):

SP will be required to sign Service Level Agreement (SLA) having the following:

- Packet Losses: Less than 1% (Average over 1000 ping).
- Network Availability: More than 99.5% per month.
- Reports for performance, monitoring /usage to be submitted by the SP monthly basis or as per requirement of Bank.
- In case of the above parameters going out of specifications, Bank will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, Bank reserves the right to cancel the contract with – one-month notice.
- Connectivity will be on RF (Radio Frequency) only.
- Bandwidth will be utilized for Video Conferencing system.
- 99.5% Uptime shall be calculated as, (Total Time – Down Time) X 100 /Total Time. Deduction in payment will be made for downtime in the quarterly bills raised by the Service Provider (SP).
- The services shall be provided 24 hours & 7 days in a week.
- SP will terminate the link over Ethernet. Bidder will have complete responsibility to provide the link over Ethernet at the place where Bank requires.
- Other infra work after link termination will be in scope of Bank.
- Installation and Commissioning Charges paid on Acceptance of Installation Report.
- In case of termination of services, the payment will be made on pro rata basis for the duration for which the services were provided.
• Taxes: The percentage of Tax All the taxes, duties, levies, must be quoted in clear terms separately. If the taxes are not mentioned separately, it will be presumed that the rates quoted are inclusive of taxes

• Price quoted by bidder will be valid for till 31st March 2021. Bank may issue single or separate PO during the period.

4.1 Payment will be made quarterly in arrears for Annual recurring charges (ARC) after issuing of necessary invoice and submission of monthly reports including SLA while one time charges (OTC) would be paid after successful commissioning of the link.

4.2 Bidder has to commission and handover the link to bank within 25 calendar days from the date of purchase order.

4.3 During AMC period, SLA and penalty for Internet Links is as follows:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Link Availability(Quarterly basis)</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>100% to 99.5%</td>
<td>Nil</td>
</tr>
<tr>
<td>2</td>
<td>Below 99.5%-Up to 98.5%</td>
<td>1% of quarterly lease charges</td>
</tr>
<tr>
<td>3</td>
<td>Below 98.5%-Upto 95%</td>
<td>3% of quarterly lease charges</td>
</tr>
<tr>
<td>4</td>
<td>Below 95%</td>
<td>10% of quarterly lease charges</td>
</tr>
</tbody>
</table>

Penalties / liquidated damages if any, on account of non-compliance of Service Requirements, shall be deducted from the invoice value.

5. ELIGIBILITY CRITERIA

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below

• The bidder should be a Company registered under the Indian Companies Act, 1956/2013 for the last three (3) years.

• Bidder should have Valid category B or above, ISP License from Govt. of India

• The bidder should have minimum annual turnover of 50 Lakh during the last three financial years (2016-17, 2017-18, and 2018-19).

• The bidder should provide reference of 2 clients who have procured similar or higher bandwidth from the Bidder, combined or each of the value 5 Lakhs.

• The bidder should not be blacklisted by any Govt. /PSUs in India or abroad.

• The Bidder should have the DOT license

• The Bidder should have the GSTN

6. Evaluation process

The competitive bids shall be submitted in two stages:

- Stage 1 – Technical Bid
- Stage 2 – Commercial Bid
6.1 Technical Bid

Bidder should submit valid documentary proof of the following in Eligibility cum Technical Bid as per annexure 2.

The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.

6.2 Commercial Bid Evaluation

The commercial quotes are required to be submitted along with tender submission by the bidders.

Commercial Bid Evaluation will be evaluated for only qualified bidder in technical bid evaluation.

The response should be organized and submitted in the following manner:

- The Quantity mentioned in the commercial Bid format (As per Annexure 1) is approximate and Bank reserves the right to alter the quantity as per its requirement.
- Commercial bids would be submitted by all bidders along with the tenders.
- **Rank of vendors would be decided based on the Lowest Commercials submitted. All orders would be placed with the L1 vendor based on final net amount.**
- Bank reserve right to cancel to place purchase order for any item at any stage of RFP/after evaluation of RFP.
- If the L1 vendor defaults, Bank will have the discretion to approach the L2 vendor.

7. TERMINATION OF CONTRACT

Bank may terminate the Contract of the Vendor in case of the occurrence of any of the events specified below:

- If the Vendor becomes insolvent or goes into compulsory liquidation.
- If the Vendor, in the judgment of Bank, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- If the Vendor submits to Bank a false statement which has a material effect on the rights, obligations or interests of Bank.
- If the Vendor fails to provide the quality services as envisaged under this Contract or violates any of the clauses of the contract. Reasons for the same would be recorded in writing.
- In such an occurrence Bank shall give a written advance notice of 30 days before terminating the Contract of the Vendor.

8. Arbitration

In the event of a dispute or difference of any nature whatsoever between Bank and the Bidder during the course of the assignment arising as a result of this proposal, the same

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Request for Proposal – for Internet Lease Line over RF
will be settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. Bank and Bidder will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at Bank's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

9. Indemnity

The Bidder shall indemnify, protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trade marks, copyrights etc. by the Bidder. The Bidder shall always remain liable to the bank for any losses suffered by the Bank due to any technical error and negligence or fault on the part of the Bidder and the Bidder also indemnifies the Bank for the same in respect of services provided by him by executing an instrument to the effect on a Non-Judicial stamp paper that Bank may sustain on account of violation of patent, trademarks etc. by the Bidders.

10. Publicity

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

11. Force Majeure

a) The Bidder shall not be liable for forfeiture of its EMD, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.

c) If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's 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.

d) In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations in an endeavor to find a solution to the problem.
12. Disclaimer

The scope of work document is not an offer made by Baroda Rajasthan Kshetriya Gramin Bank but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidder whom so ever they feel eligible for the same taking into consideration the price and quality.
## COMMERCIAL BID FORMAT  
(Annexure 1)

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description</th>
<th>Basic Price (Rs)</th>
<th>GST (Rs)</th>
<th>Total (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Band Width Charges 5 Mbps internet connectivity <strong>over RF</strong> (1:1, uncompressed/ pure on clear Channel Annual Rentals)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>One time Installation/ Configuration Charges, if any</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Eligibility Criteria

<table>
<thead>
<tr>
<th>S.No</th>
<th>Documentary proof to be submitted</th>
<th>Complied (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder should be a Company registered under the Indian Companies Act, 1956/2013 for the last three (3) years.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Copy of Valid category B or above, ISP License from Govt. of India</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Financial statement or CA certificate for verification of minimum annual turnover of 50 Lakh during the last three financial years (2017-18, 2018-19 and 2019-20).</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Copy of DOT license</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Self-Declaration letter regarding non-black listed vendor</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>GST Registration and GST Number</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Reference of 2 clients who have procured similar or higher bandwidth from the Bidder, combined or each of the value 5 Lakhs</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>RFP documents seal and signed (Every page)</td>
<td></td>
</tr>
</tbody>
</table>
**Proforma of letter for undertaking regarding non-blacklisting**

The General Manager  
Baroda Rajasthan Kshetriya Gramin Bank  
Head Office  
Plot No-2343, 2nd Floor,  
Aana Sagar Circular Road  
Vaishali Nagar,  
Ajmer (Rajasthan)  
PIN-305004  
Sir,  

**Sub:** Undertaking for non-blacklisting – RFP No........

We hereby covenant, warranty and confirm as follows:

1. We are not blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1st April 2018 to till date

2. We are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatory  
Name:  
Designation:  
Vendor’s Corporate Name  
Address  
Email and Phone #