



Central Bank of India

Tender Reference No. CO/DIT/PUR/2021-22/328

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Request for Proposal (RFP)

For

Supply, Installation, Implementation, Integration &

Maintenance of Server Hardware and Software

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Purpose of this document

The Request for Proposal (hereafter referred to as “RFP”) document is meant to define scope of work for the bidder for “Supply, Installation, Implementation, Integration & Maintenance of Server Hardware and Software” at Central Bank of India as per the terms, conditions and specifications provided in this RFP.

This RFP contains details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which the bidder needs to factor in while responding to this RFP. Objective of this RFP is to short-list suitable bidders – who can deliver in-scope solutions in alignment with requirements of Central Bank of India, hereafter referred to as “Bank” and has proven experience in the area of implementation, installation and maintenance of server hardware for the banking sector.

Note: This RFP should not be considered as a statement of intent for procurement, unless a purchase order or notification of award is published by Bank, if any, as an end result of this RFP process.

Definitions and Acronyms

Following terms are used in the document interchangeably to mean:

“Bank” means ‘Central Bank of India

“Bidder” – Single point of contact appointed by Bank for procurement and supply of the equipment based on the Bill of Materials shared by Bank.

“CBS” – Core Banking Solution

“CO” – Central Office

“CPU” – Central Processing Unit

“CVC” – Central Vigilance Commission

“DC” – Data Centre of Bank which is located at Central Office, Belapur, Mumbai

“DRC” – Disaster Recovery Centre which is located in Hyderabad

“FI” – Financial Inclusion

“Gbps” - Giga bits Per Second

“GM - IT” – General Manager – Information Technology

“GoI” – Government of India

“HO” – Head Office

“HTTP” – Hyper Text Transfer Protocol

“INR” – Indian National Rupee

“IP” – Internet Protocol

“IPS” – Intrusion Prevention System

“IT” – Information Technology

“LAN” – Local Area Network

“MS” – Microsoft

“NOC” – Network Operating Control

“OEM” – Original Equipment Manufacturer

“PO” – Purchase Order

“RF” – Radio Frequency

“RFP” – Request for Proposal

“RO” – Regional Office

“RPO” – Recovery Point Objective

“RTO” – Recovery Time Objective

“SMTP” – Simple Mail Transfer Protocol

“SoW” – Scope of Work

“SSL” – Secure Sockets Layer

“T&C” – Terms & Conditions

“Tbps” – Terabits per second

“TCO” – Total Cost of Ownership

“TCP” – Transmission Control Protocol

“ToR” – Terms of Reference

“UAT” – User Acceptance Test

“ZO” – Zonal Office

PSI, Bank shall be individually referred to as ‘Party’ and collectively as ‘Parties’

1. Introduction

1.1 About Bank

Central Bank of India herein after referred to as the “Bank”, established in 1911, was nationalized in the year 1969 and today is a leading public sector Bank listed in BSE/NSE.

The organizational structure of the Bank consists of four tiers viz., Central Office (CO), Zonal Offices (ZO), Regional Office (RO) and Branches. CO, consisting of various functional departments deals with mainly policy formulation, setting of targets and monitoring of performance. The Bank has set up 10 Zonal Offices to exercise immediate supervision and control over the 90 Regional Offices, which in turn supervise the branches under their jurisdiction. The Bank has pan India presence with a network of 4646 branches.

1.2 Project Objective

Bank envisages refresh/augmentation of its existing Blade server hardware, Blade servers, and Software licenses. Bank expects bidder to supply, install, implement and provide comprehensive onsite warranty & AMC support for the proposed hardware and software along with its sub components, as mentioned in Appendix 1 Form B 01- Bill of Materials and Annexure 4- Minimum Technical Specifications for the period of contract. Bidder is, also, required to deliver all hardware, software and its sub-components at Bank’s location in-line with delivery schedule and implementation timelines mentioned in Section 1.4

In-depth scope of work is outlined in Section 2 – “Detailed Scope of Work” of this RFP document. Bank seeks comprehensive proposals from the bidders who have capabilities to meet Bank’s requirements and have a serious interest in providing the required services. This RFP provides information on Bank, scope of work and instructions for the preparation and submission of the RFP response.

Objectives of this RFP are:

- **Scope Definition:** To present the eligible bidders with understanding of Bank’s requirements aiming for procurement, installation, implementation, integration and maintenance of in-scope hardware, software and other services
- **Background Information:** To provide background information on existing business applications, underpinning IT infrastructure and services provided to support the business functions and operations
- **Proposal Request:** To invite detailed proposals from bidders as per the objectives defined in this RFP; adhering to stipulated terms and conditions
- **Bidder Selection:** To shortlist bidders for comprehensive technical evaluation, taking into consideration evaluation parameters defined in this RFP

Term of the contract shall be for a period of 7 years from the day of installation acceptance of in-scope hardware, software and services by Bank.

1.3 Project Scope

Bidder shall be responsible for following:

- Supply of Blade server hardware, other in-scope hardware along with associated software and any other required application software necessary for implementation, installation and integration, supply of in-scope software licenses, at the stipulated locations of Bank
- For Blade server hardware, bidder shall refer to the detailed scope in this document and adhere to the compliance requirements in Appendix 1 Form B 01- Bill of Materials
- End-to-end installation and implementation of server hardware, software licenses, as mentioned in Appendix 1 Form B 01 – Bill of Materials, at Bank's identified locations including configuration and customization requirement if any.
- Integration, if any, with Bank's existing application platforms, server and storage environment, enterprise network etc.
- Adherence to Service Level Agreements (SLA) as mentioned in this RFP document and periodic monitoring and reporting of the same to Bank
- Provision of comprehensive onsite warranty, AMC and maintenance of the in-scope components for the tenure of the contract

1.4 Project Timelines

Bidder is required to adhere to the below mentioned procurement timelines:

Sr. No.	Activity	Time Period for Completion
1	Supply and delivery of server hardware and its related software, software licenses, hardware and software for solution at DC and DRC	Within 10 weeks of date of acceptance of the Purchase Order (PO) by the successful bidder
2	Installation and implementation of server hardware and its related software, software licenses at DC and DRC	Installation and implementation of server hardware and its related software, software licenses, hardware and software for at DC and DRC solution - Within 4 weeks of date of delivery acceptance
3	Migration services	Within 4 weeks of hardware installation acceptance by Bank

Table - 1.1: Project Timeline

Bank, at its discretion, shall have the right to alter the delivery schedule and quantities and same will be communicated formally to the successful bidder during implementation. Also, Bank expects the successful bidder to provide power, space, cooling and port requirements for hosting of in-scope components at DC and DRC.

1.5 Invitation of Tender Document

Central Bank of India (hereinafter referred to as “Bank”) invites sealed tenders for Technical bid and Commercial bid for Supply, Installation, Implementation, Integration and Maintenance of Server Hardware and Software.

This RFP document is not an offer or invitation to enter into a contract or an agreement with respect to the services requested by the Bank. The provision to accept the services offered by any eligible and willing participant is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified after completion of the selection process as per the selection/evaluation criteria contained in this RFP. Bank reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons.

The copy of tender document may be obtained from Dept. of IT, 1st Floor, Plot No. 26, Sector – 11, CBD Belapur, Navi Mumbai. Alternatively, the same may be downloaded from Bank’s website www.centralbankofindia.co.in.

The schedule is given below:

Tender Reference Number	CO:DIT:PUR:2021-22:328
Tender Document Cost	INR 20,000/- (Rupees Twenty Thousand Only)
Earnest Money Deposit/ Bid Security	INR 40,00,000- (Rupees Forty Lacs Only)
Date of Commencement of sale of tender Document	10 th June, 2021
Pre-Bid meeting with Bidders	17 th June 2021 at 15:00 HRS
Last Date and Time for receipts of tender offers	14 th July, 2021 at 15:00 HRS
Time & Date of Opening of technical bids	14 th July, 2021 at 15:30 HRS
Mode of bid submission & online portal's URL	Mode: Online URL: https://centralbank.abcprocure.com/EPR_OC
Response Types	1. Technical Bid + Document Cost + Bid Security 2. Commercial Bid
Address for Communication	Central Bank of India, DIT, Plot No 26, Sector – 11, CBD Belapur, Navi Mumbai- 400 614 E-Mail: smcppadmin@centralbank.co.in cmcppadmin@centralbank.co.in smitpurchase@centralbank.co.in smcbswindows@centralbank.co.in cmited@centralbank.co.in
Place of Opening tender offers	Central Bank of India, DIT, First Floor Plot No 26, Sector – 11, CBD Belapur, Navi Mumbai- 400 614
Contact Telephone Numbers	Ph : 022 - 6712 3584, 6712 3669

1.6 Pre-bid meeting

- The pre bid meeting will be held as conference call or through web link with the bidders who have submitted proof of remittance of document cost or exception certificate of MSME, if applicable, by email to the Bank on or before the stipulated time.

- Should the bidder have any queries or require any clarification, bidder should request the clarification from Bank in the format provided in “Appendix 2 Form A 02 - Query on T&C” for Terms & Conditions related queries /clarifications and in “Appendix 2 Form A 03 - Query Format” for technical or other non – Terms & Condition related queries / clarification. Clarification or queries, in any other format, will not be entertained
- In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of copy of valid MSME certificate.
- Start-ups (which are not MSEs) are exempted only from Bid security amount.
- Bid Security mentioned above must accompany all tender offers (technical bid) as specified in this tender document or exemption claimed from payment of Document cost/EMD duly enclosing a copy of valid MSME certificate.
- It is essential that all clarifications / queries / suggestions be submitted to Central Bank of India at the above address at least One day before the date of the Pre-bid meeting. Vendors who furnish the Tender Fees before pre-bid meeting, will be eligible to participate in the pre-bid meeting.
- Only the bidders, who have purchased the RFP document, will be eligible to attend pre-bid meeting on a scheduled date
- Bank reserves the exclusive right to make any amendments / changes or to cancel any of the above actions or any other action related to this RFP
- Bidder is required to provide a detailed strategy to Bank; the activities mentioned above are indicative but the timelines for procurement and delivery should be maintained. Hence, if the bidder has a quicker and effective solution, the same may be discussed and agreed with Bank
- Any modification to the RFP, which may become necessary as a result of the pre-bid meeting, shall be made by Bank exclusively through the issue of an addendum and will be published on Bank’s website for information to all the prospective bidders
- Non-attendance at the pre-bid meeting will not be the cause for disqualification of a bidder. However, only bidders who have purchased the tender document will be allowed to bid in the tendering process.

2. Detailed Scope of Work

General

- Based on the growth projections for next 7 years for the existing and new applications, Bank envisages procurement of Blade server for both DC and DRC
- To meet Bank's business requirements for the period of the contract, Bank envisages refresh/augmentation of existing software licenses
- Bank's Data Centre (DC) is located in Mumbai and Disaster Recovery Centre (DRC) is in Hyderabad
- Final quantity of procurement of the server hardware and software and other components would be at Bank's discretion.
- Bidder is required to provide details of each individual proposed server hardware, software and other in-scope components along with its associated hardware & software and any other component/service necessary for installation and implementation, as mentioned in Appendix 1 Form B 01 – Bill of Materials
- De-gaussing and sanitization: For server hardware and buyback components, bidder/OEM is required to degauss/sanitize/destroy disk components before taking it away from Bank's premises.
- All necessary Racks, Power strips, Power cables, Network cables, Fiber cables and any other components required for successful implementation of the solution are to be supplied and commissioned by the successful bidder at no additional cost to the Bank.
- Bidder is, also, required to carry out activities given in the following table:

Sr. No.	Activity	Remarks
1	Physical delivery of server hardware; its related software, software licenses, at DC and DRC, as per Appendix 1 Form B 01 - Bill of Materials	Bidder has to supply and deliver server hardware; its related software, software licenses at DC and DRC, as per Appendix 1 Form B 01 - Bill of Materials, at Bank's site
2	End-to-end installation, implementation and integration of server hardware; its related software, software licenses, at DC and DRC	Bidder/OEM is required to do end-to-end installation, implementation and configuration of in-scope server hardware and/or software. Bidder/OEM is required to unpack, assemble, mount and boot the equipment, install necessary service packs, patches and fixes, set up and configure the equipment. Compatibility issues of sub-systems with OS, respective drivers, firmware, any other components are to be installed, if required, are to be resolved by bidder/OEM. The servers need to be integrated with existing virtualization setup of the Bank.

		Post end-to-end installation and implementation of equipment by bidder, Bank will conduct acceptance test to verify installation's compliance with the configuration and relevant setting provided by Bank.
4	Provide comprehensive on-site warranty and AMC support for the tenure of contract	Bidder will be responsible to provide comprehensive on-site warranty and back-to-back support from the OEM to meet the Service Levels defined in this RFP till currency of the Contract. Warranty of hardware will start from the date of hardware installation acceptance by Bank. AMC will start from the date of expiry of warranty period.
5	Migration Services	Bidder/OEM will be responsible to provide migration services as per the scope defined in this RFP.

Table-2.1: General Scope of Work

- For in-scope hardware, software as mentioned in this RFP document and in Appendix 1 Form B 01 - Bill of Materials, bidder should avoid to quote components going end-of-sale within 24 months of its date of delivery
- Bidder should ensure that proposed hardware and software components should not go end-of-life or end-of-support within 7 years of date of delivery of the hardware(s) and associated software(s) , the same responsibility shall so survive even after termination or expiry of the contract
- Bidder is required to supply, install, implement, commission, integrate and provide comprehensive on-site warranty/AMC of all the in-scope server hardware based on the Bill of Materials shared by Bank. The delivery plan must be synchronized with the project delivery timelines of Bank. (Refer section 1.4 of this document for Project Delivery timelines)
- Bank expects to protect the investment already made on the existing server equipment and thus, expects the successful bidder to buy-back certain components mentioned as Buy-back items in Appendix 1 Form B 01 – Bill of Material, bidder is required to provide compliance and detail out the buyback price in its commercial offer.
- Bidder is required to provide resources, which may be required for successful completion of the entire assignment within the quoted cost to Bank.
- All in-scope hardware should be provided with 3 years of comprehensive on-site warranty which will start from the date of installation acceptance of the respective hardware/software by Bank. Post warranty period completion, bidder should provide on-site AMC support for the period of 4 years.

Server Equipment at DC & DRC

2.1.1 Blade Servers at DC and DRC

Bank's existing windows architecture comprises Blade / standalone Rack servers at DC and DRC. Bank envisages refresh/augmentation of existing Wintel servers with Rack servers. Refer to Appendix 1 Form B01 – Bill of Material for hardware & software details and compliance requirements for blade servers. Bidder is required to supply, install, implement, commission, integrate and provide comprehensive onsite warranty & AMC – during the period of contract, for the proposed Blade servers and associated software to be hosted at both DC and DRC. In addition, Bidder is required to supply, install, commission and provide onsite warranty & AMC during the period of contract for the racks mentioned in B01 – Bill of Material for Blade servers. Also, Bidder has to adhere to technical specifications mentioned in Annexure 4 – Minimum Technical Specifications.

2.1.2 Software licenses at DC and DRC

Bank envisages augmentation of below software licenses to meet future business needs during the tenure of contract.

- Windows Server DC Core 2019

Required VMWare license would be provided by Bank.

Refer to Appendix 1 Form B01 – Bill of Material for Bank's software licenses requirement. Bidder is required to procure, supply, install and integrate and maintain for the period of contract.

2.1.3 Installation and Configuration

Bidder/OEM would be responsible for end-to-end installation, implementation and configuration of Blade server hardware and its related software, software licenses, software at DC and DRC.

Bidder is required to adhere to the scope of work mentioned below:

1. Detailed scope for installation and configuration of server hardware, software would include:
 - **Blade Server**
 - ✓ Racking, Stacking, Cabling, Installation and Configuration of Blade Chassis
 - ✓ Racking, Stacking, Cabling, Installation and Configuration of Blade Server
 - ✓ Creation and Configuration of LAN, Vlan, SAN and LUN
 - ✓ Configuration of Management Cluster
 - ✓ Installation of ESXi
 - ✓ Creation of required Virtual Machines

- ✓ Migration of Existing Virtual Machines / Physical Machines to new setup
- ✓ Provide all future software upgrades and patches for all components of the solution free of cost and assist Bank or its System Integrator to install the same.

2. Bidder is required to submit a report/certificate from OEM confirming that the installation is in-line with RFP requirements, Bank's baseline security policy and OEM's standard installation practices.

General Responsibility of the Bidder

Delivery, Installation and Maintenance

- The successful bidder should co-ordinate with the respective SPOC (DC/DRC) for all the assignments relating to this particular RFP.
- The bidder is responsible for delivery, transportation, transit insurance, physical storage, unpack, racking & stacking and insurance till installation acceptance by Bank of all in-scope components. The bidder should, also, be responsible for acceptance testing, documentation, warranty and AMC.
- Any delay in installation and implementation of any in-scope component, for reasons solely attributable to the bidder, should not entail in expiry of insurance and the same should be continued and extended up to the date of installation acceptance—of the delivered component and its associated licenses
- The bidder should be responsible for installation and other related activities such as unpacking, uncrating, post-delivery inspection etc.
- During installation, the bidder should check physical availability of items as per the packing list. If any of the items are not delivered / not as per the specification / damaged etc., bidders' representative/s at the site shall take immediate steps and ensure all the items are delivered so that the installation doesn't get hampered. The bidder shall have to arrange for all testing equipment and tools required for installation, maintenance, and also arrange the vehicle for transport at no additional cost to Bank.
- In case of damage of the property owned / leased by Bank during delivery and installation of any of the components, which is attributable to the bidder, the bidder has to replace the damaged property at no cost to Bank.
- The bidder shall ensure compatibility of to-be supplied server hardware and software licenses with the hardware and software systems being used in Bank.
- The bidder shall adhere to the service level specified in the RFP for the installation of Server hardware and software licenses supplied by them
- The bidder shall conduct preventive maintenance at specified intervals as may be necessary from time to time to ensure that the equipment is in effective running condition so as to ensure trouble free functioning.

- The bidder shall provide replacement component, if any component is required to be taken out of the premises for repairs
- The bidder shall document the migration plan(s) and design using the validated data collected during discovery process, including definition of the migration methodology to be employed.
- The bidder should ensure Knowledge Transfer to Bank throughout delivery of the service, which should include detailed overview of the implementation and configuration parameters and features and functionality of the proposed hardware and software
- The bidder should buy-back existing components, mentioned in buy-back list in Appendix 1 Form B01 – Bill of Material, on “as is where is” basis and purchase price of these items once accepted by Bank cannot be withdrawn by the bidder.
- It should be the bidder’s responsibility to collect the buyback items, from Bank’s offices location and Bank will not provide any transportation expenses towards this.
- It would be the bidder’s responsibility to ensure safe disposal of e-waste as per Hazardous Waste (management and handling) Rules 1989 and 2008, without imposing any liability to Bank, comprising discarded Hardware/ electrical/ electronic equipment/components taken under buyback
- The bidder is required to co-ordinate with Bank’s existing System Integrator for implementation of OS on server hardware at DC & DRC
- The bidder is required to co-ordinate with Bank’s existing System Integrator for migration of along with data from the existing server hardware to new server hardware at DC and DRC.

SLA compliance

Bidder shall ensure compliance with the SLAs defined in the RFP. This section describes the service levels that has been established for the services offered by the bidder to Bank. The bidder shall monitor and maintain the stated service levels to provide quality customer service to Bank.

1. System Availability

System availability is defined as $\frac{\{(\text{Scheduled operation time} - \text{system downtime})\}}{(\text{scheduled operation time})} * 100\%$, where:

- Performance for availability service level default would be measured on monthly basis.
- “Scheduled operation time” means the scheduled operating hours of the system for the year. All planned downtime would be deducted from the total operation time for the year to give the scheduled operation time.
- “System downtime” subject to the SLA mentioned in this RFP, means accumulated time during which the system is totally in-operable due to in-scope system or infrastructure failure, and measured from the time Bank and / or its customers log a

call with bidder's help desk of the failure or the failure is known to bidder from the availability measurement tools to the time when the system is returned to proper operation.

- Bank has critical and key infrastructure of DC and DRC to be monitored on a 24*7 basis.
- Uptime will be for each individual server.
- Response may be telephonic or onsite depending on the criticality and how the SLA stands as per this RFP.
- If any one or more of the proposed components at DC or DRC are down resulting in non-availability of Bank server hardware, then downtime will be calculated as mentioned in the below section.

2. Issue Criticality Classification

The classification strategy has been envisaged to prioritize problem resolution based on Bank's priorities rather than in an ad-hoc manner. Classification framework will help Bank and the bidder to develop a shared understanding of the issue at hand, as well as the anticipated response and resolution timelines.

In order to improve the accuracy of the classification of an issue, application specific performance thresholds have been defined based on two characteristics, as mentioned below:

Impact: Number of users getting affected by the issue

Availability: Uptime of the system, both, in absolute terms as well as percentage terms

Criticality Level	IT Infrastructure grouping
Critical means infrastructure components in HA mode at DC	• Blade server hardware at DC
Key	• Blade server hardware at DRC
Significant	• servers/components
Individual	• Components like hard disk, memory etc.

- In case of a disaster at DC or DR drill, DRC would be the primary site and then, infrastructure at DRC shall be considered as Critical and penalty shall be computed accordingly
- If any hardware (server etc.) in High Availability (HA) mode fails while other is working with no impact on the availability of the underlying solution/application, in such a case, penalty shall be levied on the failed hardware. The failed hardware in HA mode should be replaced within 12 hours of the failure. If the bidder fails to meet the timeline, Bank shall levy a penalty at the rate of 1% of the product and services cost [Total Product & Service cost including Product cost (with 3 years warranty) + Implementation cost +

AMC cost (for 4 Years)], for every 2 hours of delay thereof, on the failed hardware (server, etc.)

- If both the hardware components fail in HA mode, Bank shall levy penalty on the bidder for the service levels defaults, basis the service levels requirement mentioned here.
- For three (3) downtime occurrences within a stipulated time window of a calendar month, a sum equivalent to 1% of the product cost of the respective product would be levied as a penalty. This would be over and above the monthly service level default penalty.

Service Level Default

As mentioned above, Service Level measurement would be on monthly basis. Bidder's performance will be assessed against Minimum Expected Service Level requirements mentioned in the Availability measurement table.

An Availability Service Level Default will occur when, the bidder fails to meet Minimum Service Levels, as measured on a monthly basis, for a particular Service Level.

Availability

Service Level Description	Minimum Service Level	Cost Reference for the contract period
Availability of Critical Infrastructure	99.96%	Product cost at DC + Installation cost at DC + AMC & cost at DC
Availability of Key infrastructure	99.3%	Product cost at DRC + Installation cost at DRC + AMC & cost at DRC
Availability of Individual components not impacting availability of the server/solution infrastructure	96.7%	For every hour of delay thereof, penalty shall be levied at the rate of INR 5000

Infrastructure Support

Response comprises acknowledgement of the problem and an initial analysis of the underlying cause

Uptime – The amount of time that the system is available for normal use. (Do note that planned maintenance would also be classified as normal use.)

The impact threshold will be as per the framework provided below.

Criticality Level	Response Time	Resolution Time
Critical	5 Min	As per SLA
Key	5 Min	As per SLA
Significant	5 Min	As per SLA

Individual	5 Min	As per SLA
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Service Level Description	Measurement	Minimum Service Level	Measurement Tools	Monthly Cost Allocation
Software Service Requests	Percentage of Software Service Requests concluded (software installation, patches, bug fixes, errors) within defined timeframe/response-resolution window.	100% per instance	Enterprise Management System	INR 5000 for instance of delay
Incident Management	Percentage of incidents escalated according to the Incident Management matrix (as shown in Incident Matrix Table below)	100% per instance	Enterprise Management System	INR 5000 for instance of delay
Down time for servicing	Each planned down - time for system servicing (up gradation, bug fixing, patch uploads, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 1 hour or required to be carried out during business hours, will be scheduled in consultation with Bank. In case,	100% per instance	Enterprise Management System	Penalty of INR 5000 for every 1 hour of delay above the scheduled downtime

	downtime exceeds the planned hours, the additional time taken for servicing will be considered for infrastructure or system downtime as per availability measurements table.			
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- Bank expects the bidder to complete scope of the project including delivery and installation within the timeframe specified in this RFP. Inability of the bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 1 % of the value of the affected service or product per week of delay or non-compliance.
- Delay in migration completion within stipulated timeline of 4 weeks would invoke a penalty of INR 5,000 for every day of delay thereof.
- Overall cap of all the penalties over the tenure of the contract will be 10% (ten percent) of the contract value.

3 Penalty Computation

In the event of Service Level Default, bidder shall pay Bank a penalty that will be computed in accordance with the following formula:

Monthly Service Level Default = Minimum Service Level (for a month) – Actual Service Level (for a month)

Total amount of penalty, bidder is obligated to pay Bank, shall be reflected on the invoice provided to Bank in the quarter, after the quarter in which the Service Levels were assessed. Bank shall be entitled to deduct the penalty amount from the amounts payable by Bank to the selected bidder as per the invoice.

Example:

Scenario	Result
The achieved availability of Server Infrastructure has been measured to be 98% in a particular assessment month.	For this example, let's assume, monthly Availability Service level is of 99.95%; for availability of 98%, penalty invoked would be of 1.95% of total cost of products and services of the failed component. <u>Cost Reference for 7 year tenure</u>

	Server equipment cost = INR 1 crores (approximately) Server equipment AMC cost = INR 30,00,000 (approximately) Total cost of product and services for a Server equipment = 1,30,00,000 As mentioned above, for Availability Service level default of more than 99.5% and less than 98%, a penalty of 2% would be levied of the total cost of products and services calculated above. Thus, 2% of 1, 30,00,000 i.e. INR 2,60,000.
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3.1 Incident Matrix

Incident to be Reported within (If unresolved)	Escalation Hierarchy
2 hour	Support Engineer & IT Engineer of Bank
4 hours	Chief Manager DC (Bank)
8 hours	Assistant General Manager (IT) & Chief Manager IT
> 16 hours	General Manager (IT) & Deputy General Manager IT

4 Terms and Conditions

4.1 General

Central Bank of India invites the Bidder's attention to the following terms and conditions which underlines this RFP and which provide a statement of understanding between the interested parties.

The Bank expects the Bidder to adhere to the terms of this RFP and would not accept any deviations to the same.

The Bank expects that the Bidder appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all supply and delivery of equipment required for the project implementation.

Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Bidder's response would not be incorporated automatically in the RFP.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidder.

4.2 Bid Submission

- All responses received after the due date/time be considered late and would be liable to be rejected. E-procurement portal will not allow lodgement of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act upon any reason for late submission of response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.
- **"Cost of Tender Document"** may be paid through NEFT favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289 IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.
- The details of the transaction viz. scanned copy of the receipt is required to be uploaded on e-procurement website at the time of final online bid submission The RFP response without the proof of amount towards Application Money / Bid Security are liable to be rejected
- **Bid Security / Earnest Money Deposit:** **"Earnest Money Deposit"** shall be paid through NEFT (National Electronic Fund Transfer) favouring CENTRAL BANK OF INDIA, BANK

ACCOUNT NO. 3287810289, IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Central Bank of India) located in India, in the format provided in the RFP (Appendix 2 Form 05 -Bid Security Letter Format). The Demand Draft should be of a Commercial Bank only (other than Central Bank of India)

4.2.1 Instructions to Bidders – e tendering

The Bidders participating through e-Tendering for the first time, for Central Bank of India will have to complete the Online Registration Process on the portal. All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e- Token. If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission), please contact on the support numbers given in the support details below.

4.2.2. Registration Process for Bidders

- a) Open the URL: <https://centralbank.abcprocure.com/EPROC/>
- b) On Right hand side, Click and save the Manual "**Bidder Manual for Bidders to participate on e-tender**"
- c) Register yourself with all the required details properly.
- d) TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders
- e) LOG IN NAME & PASSWORD: Each Vendor / Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank.

GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” section of the portal (of the agency concerned, using the Login IDs and passwords given to them.

Bid Submission Mode.	https://centralbank.abcprocure.com/EPROC Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.	e-Procurement Technologies Limited Technical Support Team Mr. Sujith Nair: 079 68136857 sujith@eptl.in Mr. Imtiyaz : 079 68136857 imtiyaz@eptl.in Ms. Salina: 079 6813 6843 salina.motani@eptl.in Mr. Jainam: 079 68136852 jainam@eptl.in Ms. Ekta: 079 6813 6853 ekta.m@eptl.in Mr. Devang : 079681368 devang@eptl.in Mobile Numbers: +91-9904407997 9081000427 Alternative contact: Name: Mr. Nisarg Thakkar Email: nisarg.thakkar@auctiontiger.net Phone: 079 6813 6822 Cell: +91 6354919566

Note: please note Support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

- f) All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- g) BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid.

Preparation & Submission of Bids

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ON LINE" shall be summarily rejected. No other form of submission shall be permitted.

Do's and Don'ts for Bidder

- Registration process for new Bidder's should be completed at the earliest
- The e-Procurement portal is open for upload of documents with immediate effect Hence Bidders are advised to start the process of upload of bid documents well in advance.
- Bidder has to prepare for submission of their bid documents online well in advance as

- The upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder's infrastructure and connectivity.
- To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
- Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
- Part submission of bids by the Bidder's will not be processed and will be rejected.

Terms & Conditions of Online Submission

1. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcprocure.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.

10. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

4.2.3 Guidelines to bidders on the operations of Electronic Tendering System of Central Bank of India

4.2.3.1 Pre-requisites to participate in the Tenders

Registration of Bidders on Electronic Tendering System on Portal of CBI: The Bidders Non Registered in Central Bank of India and interested in participating in the e-Tendering process of CBI shall be required to enroll on the Electronic Tendering System. To enroll Bidder has to generate User ID and password on the "https://centralbank.abcprocure.com /EPROC"

Registration of New Bidders:

<https://centralbank.abcprocure.com/EPROC/bidderregistration>

The Bidders may obtain the necessary information on the process of Enrollment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from Electronic Tendering System for CBI. i.e. <https://centralbank.abcprocure.com/EPROC>

4.2.3.2 Preparation of Bid & Guidelines of Digital Certificate

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption)

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same firm is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendment.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authorized User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Central Bank of India as per Indian Information Technology Act, 2000 and subsequent amendment. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub

Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encryption.

4.2.3.3 Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the Bidder are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

Operating System Requirement: Windows 7 and above Browser Requirement (Compulsory): Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.

Toolbar / Add on / Pop up blocker

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

4.2.3.4 Online viewing of Detailed Notice Inviting Tenders

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by CBI on the home page of CBI e-Tendering Portal on <https://centralbank.abcpocure.com/EPROC>

4.2.3.5 Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must purchase the bidding documents via Demand Draft mode by filling the cost of tender form fee.

4.2.3.6 Online Submission of Tender

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of CBI. The templates may be either form based, extensible tables and / or unloadable documents. In the form based type of templates and extensible table type of

templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

In case Unloadable document type of templates, the Bidders are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

- a) The Bidders upload a single documents unloadable option.
- b) The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.
- c) The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- d) This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which available for download under Download section on:

<https://centralbank.abcpurchase.com/EPROC>

Steps to encrypt and upload a document:

- Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).
- After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e. Technical / Commercial.

Note: Bank and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on numbers mentioned above.

Bidders need to take extra care while mentioning tender ID, entering incorrect ID will not allow Bank to decrypt document.

4.2.3.7 Closure of Bidding:

After the expiry of the cut- off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tendering Authority.

4.2.3.8 Online Final Confirmation:

After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion

4.2.3.9 Short listing of Bidders for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents, will shortlist the Bidders who are eligible for Financial Bidding Process. The short listed Bidders will be intimated by email.

4.2.3.10 Opening of the Financial Bids:

The Bidders may join online for tender Opening at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tendering Portal after the completion of opening process.

4.2.3.11 Tender Schedule (Key Dates):

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

Technical Bid

The Technical bid should be complete in all respects and contain all information asked for except prices. The TECHNICAL BID should include all items mentioned in the below list.

- “Bidders Information” format along with supporting documents.
- The Technical bid should not contain any price information. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information.

Commercial Bid

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A copy of the Commercial Bid duly masking the prices be

submitted along with the Technical Bid through Online.

The prices quoted in the commercial bid should be without any conditions. The Bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.

(EMD Amount)

This envelope should contain the demand draft / Bank Guarantee for INR 40,00,000/- (Rs. Forty lakh only) towards EMD favoring “Central Bank of India” payable at Mumbai.

- The Bidder shall bear all the costs associated with the preparation and submission of the bid and Central Bank of India will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
- Bids submitted without EMD and Application Fee Demand Draft will not be considered for evaluation.
- Bids sent by fax or e-mail will not be considered for evaluation.

4.3 Date of Submission

The proposal should be submitted online as per the details given above on or before date and time mentioned above. After the expiry of the cut- off time of Online Submission of Tender, the Tender will be closed by the Tendering Authority.

4.4 Liabilities of Bank

This RFP is not an offer by Bank, but an invitation for Bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the Bidder(s).

4.5 Proposal Process Management

Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole. No Bidder is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP related processes. Bank has every right to award the contract even if only one Bidder is eligible after technical evaluation.

4.6 Date of Bid Expiration

Proposals must be valid for a minimum of six months from the date of expiry of the last date for submission of response to RFP. Responses must clearly state the validity of the bid and its explicit expiration date.

4.7 Bidder Indication of Authorization to Bid

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the RFP. The proposal must be signed by an official authorized to sign on behalf of Bidder's firm/company. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

4.8 RFP Ownership

The RFP and all supporting documentation/templates are the sole property of Central Bank of India and should NOT be redistributed, either in full or in part thereof, without the prior written consent of the Bank. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The aforementioned material must be returned to Bank when submitting the Bidder proposal or upon request. In case the Bidder is not interested in responding to the RFP, the RFP documents and any appendices must be returned to Bank immediately.

4.9 Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of Central Bank of India unless the Bidder specifically requests, in writing, that the proposal and documentation be returned or destroyed.

4.10 Bid Pricing Information

By submitting a signed bid, the Bidder certifies that:

The Bidder has arrived at the prices in its bid without agreement with any other Bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other Bidder of this RFP. No attempt by the Bidder to induce any other Bidder to submit or not to submit a bid for restricting competition has occurred.

4.11 Bidder Status

Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Central Bank of India.

4.12 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 Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document shall not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Successful Bidder.

Responses received will become the property of the Bank and cannot be returned. Information provided by each Bidder will be held in confidence and will be used for the sole purpose of evaluating a potential business relationship with the successful Bidder.

“Confidential Information” means any and all information that is or has been received by the successful Bidder (“Receiving Party”) from the Bank (“Disclosing Party”) and that:

- Relates to the Disclosing Party; and as designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by the Bank with the Bidder.
- “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.
- Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.
- The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - ✓ Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - ✓ To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - ✓ So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - ✓ To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- The restrictions in the preceding clause shall not apply to:
 - ✓ Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which

is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

- ✓ Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- ✓ The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
- ✓ The confidentiality obligations shall survive the expiry or termination of the agreement between the Service Provider and the Bank.

4.13 Disclaimer

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

The short-listed Bidder should execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement (this is part of the bid submission before getting shortlisted).

The RFP document is not an offer made by Central Bank of India 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 Bidders whom so ever they feel eligible for the same taking into consideration the price and quality.

4.14 Right to Reject

Central Bank of India reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons thereof. Bank reserves the right to waive or modify any formalities, irregularities, or inconsistencies in the bid, which does not prejudice or affect the relative ranking of any Bidder, which shall be binding on all Bidders.

4.15 Bid Security

- The Bidder shall furnish, as part of its Technical bid, bid security of INR 40,00,000- (Rupees Forty Lacs Only). The bid security is required to protect the Bank against the risk of Bidder's conduct.
- The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Demand Draft / BG favoring "Central Bank of India" by a Scheduled Commercial Bank (other than that of Central Bank of India) located in India. Any bid not secured in accordance with the above will be rejected by the Bank as non-responsive.
- Unsuccessful Bidders' bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Bank.
- The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the performance guarantee.

The bid security may be forfeited:

- If Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;
Or
- In case of the successful Bidder, if the Bidder fails:
 - ✓ To sign the Contract And
 - ✓ To furnish performance security.
- Period of Validity of Bids: The process of bid evaluation, approval and the subsequent activities may be assumed to take a reasonable amount of time. Therefore, the bids shall remain valid for six months from the date of expiry of the last date for submission of response to RFP, prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non- responsive.

5 Terms of Reference (ToR)

5.1 Ownerships, Grant and Delivery

The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project.

The Bank reserves the right to use the excess capacity of the hardware, licenses and other infrastructure supplied by the Bidder for any internal use of the Bank or its affiliates, subsidiaries or regional rural Bank at no additional cost other than the prices mentioned in the commercial bid. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure.

Further, the Bidder also agrees that such use will not infringe or violate any license or other requirements as per applicable intellectual property right.

5.2 Insurance

In addition to the insurance policies taken by the Bidder with respect to the transportation of the equipment as set out above, the Bidder shall maintain adequate professional liability and an all risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of Hardware Up gradation Project and shall provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid. The Bidder shall procure appropriate insurance policies of the limits acceptable to the Bank for damage to Banks premises, Banks property, data or loss of life, which may occur as a result of or in the course of performing the Bidder's obligations under the RFP. The Bidder also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel in India and further agrees to provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid.

The Bidder shall furnish to the Bank prior to the commencement of the supply of server virtualization equipment, copies of the certificates of insurance as stipulated as set out herein certifying that the policies of insurance, endorsed as required, are in full force and effect (together with any required waivers of subrogation). The Bidder shall ensure that the policies contain provision that the Bank will be given thirty (30) days' prior written notice by the insurers in the event of either cancellation or material change in coverage; and that the Bank shall be given thirty (30) days' notice prior to termination of the insurance for failure to renew or pay premium. The Insurance procured by the Bidder shall be primary to any other insurance available to the Bank, its assigns, officers, directors, agents and employees.

The Bidder's obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Bidder's other obligations, and the Bidder's liability to the Bank shall not be limited to the amount of coverage. It is usual for Bidders to have name of their customers endorsed as additional insured / beneficiary and provide a copy of the policy to the customers.

The Bank should be added as a "Beneficiary or additional insured" and appropriate certification should be provided by the Bidder's insurer certifying compliance with the provisions of this clause.

The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount Equal to 100% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises.

Should any loss or damage occur, the selected Bidder shall: -

- Initiate and pursue claim till settlement and
- Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

5.2.1 Privacy and security safeguards

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

The Bidder hereby agrees that they will preserve the documents after prior written permission of the Bank.

5.3 Order Cancellation

- The Bank reserves its right to cancel the order in the event of one or more of the following situations:
 - Delays in delivery beyond the specified period for delivery.
 - Serious discrepancy noticed in the deliverables by the selected bidder/QSA.

In addition to the cancellation of purchase order, Central Bank of India reserves the right to appropriate the damages by foreclosing the Bank guarantee given by the supplier against the advance payment.

5.4 Indemnity

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory

infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notifies the Bidder in writing immediately on aware of such claim, (ii) the Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim unless and until justified by authority of the Bank or under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers and users) rights, interest and reputation.

Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated/used under Bidder provided, the Bidder should be responsible for loss/compromise or damage to Bank's data.

The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.

The Bidder's should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Bidder with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Bidder, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The Bidder shall not indemnify the Bank for

- Any consequential or indirect loss or damage however caused, provided that the claims against customers and users of the Bank would be considered as a "direct" claim

5.5 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.

5.6 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except when parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

- (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party
- (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or
- (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

5.7 Information Ownership

All information processed, stored, or transmitted by Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered.

Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any

security safeguards, designed, developed, or implemented by the Bidder or existing at any Bank location.

5.8 Confidentiality

“Confidential Information” means any and all information that is or has been received by the Bidder (“Receiving Party”) from the Bank (“Disclosing Party”) and that:

Relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Bidder shall at no point use the Bank’s confidential information or Intellectual property. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of Hardware expansion Project. The Receiving Party shall be responsible for

ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or

- Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - ✓ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - ✓ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - ✓ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and
 - ✓ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - ✓ Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - ✓ To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - ✓ So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - ✓ To the extent practicable, immediately furnish a certificate signed by its director or

other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

- The restrictions in the preceding clause shall not apply to:
 - ✓ Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - ✓ Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
 - ✓ The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
 - ✓ The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank. The receiving party shall execute the NDA (Non-Disclosure Agreement) as per attached format.

5.9 Successful Bidder's Liability

The Successful Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Successful Bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Successful Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. In no event shall either party be liable for any indirect and incidental or consequential damages or liability, under or in connection with or arising out of this tender or subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers and users of the Bank would be considered as

a direct claim.

The Bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

5.10 Guarantees

Bidder should guarantee that the software and allied components used to service the Bank are licensed and legal and the application/ software is free from embedded malicious/ fraudulent code. Confirmation/ Undertaking should be submitted to this effect.

5.11 Force Majeure

- The Bidder shall not be liable for forfeiture of its performance security, 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.
- 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.
- 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.
- 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. Notwithstanding the above the decision of the Bank regarding whether an event is a force majeure event shall be final and binding on the Bidder. The bidder shall not claim any additional amount towards performing of the services, due to the delayed period caused due to force majeure.

5.12 Resolution of Disputes and remedies

- The Bank and the successful Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the successful Bidder, any disagreement or dispute arising between them under or in connection with the contract.

- If the Bank project director and successful Bidder project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the successful Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
- All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.
- If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.
- This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.
- Notwithstanding the existence of the a dispute and/or commencement of arbitration proceedings, bidder will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily as per satisfaction of the Bank.
- The bidder acknowledges that if bidder fails to comply with any of its obligations hereunder, if Bank suffers any or all immediate, irreparable harm for which monetary damages may not be adequate. The bidder agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief, restraining order, right of recovery, specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the vendor from committing any violation or enforce the performance of the covenants, obligations and

representation contained in this RFP and subsequent Agreement(including Purchase Order/s). These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

5.13 Exit Option and Contract Re-Negotiation

- The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - ✓ Failure of the successful Bidder to accept the contract and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
 - ✓ Delay in delivery beyond the specified period;
 - ✓ Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by the Bank. (60 days will be construed as the notice period)
- In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
- The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.
- Notwithstanding the existence of a dispute and/ or the commencement of arbitration proceedings, the successful Bidder should continue to provide services to the Bank as per the contract.

5.14 Severability

If any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable.

In the event any court or other government authority shall determine any provisions in this Agreement is not enforceable as written, the Parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought, and affords the Parties the same basic rights and obligations and has the same economic effect as prior to amendment.

In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective;

provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original intent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.

5.15 Corrupt and Fraudulent Practices

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

5.16 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

5.17 Violation of Terms

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

5.18 Termination

- The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving ninety (90) days prior written notice to the Bidder.
- The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - ✓ The Bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not correct within 15 days from the date of notice.
 - ✓ The Bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

5.18.1 Termination for default

The Bidder shall have right to terminate only in the event of winding up of the Bank

Bank may, without prejudice to any other remedy for breach of agreement, by written notice of default sent to the successful Bidder, terminate the agreement in whole or in part:

- If the successful Bidder fails to deliver any or all of the Goods and Services within the time period(s) specified in the agreement, or within any extension thereof granted by Bank or
- If the successful Bidder fails to perform any other obligation(s) under the agreement.
- If the successful Bidder, in the judgment of Bank is engaged in corrupt or fraudulent practices in competing or for executing the agreement.

In the event Bank terminates the agreement in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered and the selected successful Bidder shall be liable to Bank for any excess costs for such similar Goods and/or Services. However, the selected successful Bidder shall continue performance of the agreement to the extent not terminated. The notice period will be minimum 2 (Two) months.

In case the contract is terminated then all undisputed payment will be given to vendor, but disputed payment shall be adjusted by way of penalty from invoices or Performance Bank Guarantee.

5.18.2 Termination for Insolvency

If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

5.18.3 Effect of Termination

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 3 (Three) months post the notice period.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by the Bank, continue to provide warranty/AMC services to the Bank at no less favorable terms than those contained in this RFP. In case the Bank wants to continue with the Bidder's services after the completion of this contract then the Bidder shall offer the same or better terms to the Bank. Unless mutually agreed, the rates shall remain firm.
- The Bank shall make such prorated payment for services rendered by the Bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Bidder for services rendered until the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be

entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

5.19 Format for Technical Offer

The Technical offer must be made in a structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form.

The suggested format for submission of technical offer is as follows:

- Index
- Covering letter.
- Details of the bidder.
- Masked Bill of materials. This table should not contain any price information.
- Technical Offer with Specifications, complete with all the columns filled in.
- Block diagram of the solution offered. The block diagram will contain the following information
 - ✓ The equipment(s) used in the solution.
 - ✓ Different modules used.
 - ✓ Cables and other components included in the offer.
 - ✓ Interconnection of all the components offered.
 - ✓ Full details of the proposed solution in terms of technical capabilities.
- Scheduled date of commencement of delivery and completion of the project
- Project Schedule for completing the work (Delivery and implementation)
- Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document.

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
1	Terms and conditions		
X			

- Warranty details (for all relevant schedules). This should not contain any price information.
- Printed Technical Brochures and data sheets pertaining to different components offered.
- Manufacturer's Authorization Form.
- The support and Maintenance plan for Bank for the services to be provided during the warranty maintenance period.
- Supporting documents, as asked for in the tender document
- Valid Bank Draft / Bank guarantee for EMD.

5.20 Other General Conditions

- All responses received after the due date/time would be considered late and would be rejected.
- All responses by the Bidders to this RFP document shall be binding on such Bidders for a period of six months from the date of expiry of the last date for submission of response to RFP.
- Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Bank.
- Bank reserve the absolute right to reject the offer if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.
- Any technical or commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids.
- Each offer should specify only a single solution which is cost effective and meet the tender specifications and should not include any alternatives.
- The Bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting or arranging Product Walk through and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- The Bidder shall also indemnify Bank against all third party claims of Intellectual Property Rights infringement such as Patent, Trademark, Copy Right or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, ask some or all Bidders for clarification of their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights, arising from the use of the Goods or any part thereof in India, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and Bank 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's fees. Bank will give notice to the Bidder of such claims, if it is made, without delay by fax/email/registered post etc.
- The successful Bidder and Bank should execute:
- ✓ **Service Level Agreement:** This would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank.

Bidder shall provide personnel support during warranty period.

Non-Disclosure Agreement to be submitted in the format attached (Refer to Appendix 2 Form 07 - Non-Disclosure Agreement).

The successful Bidder should execute the SLA and NDA as per format of the Bank within one month from the date of acceptance of Letter of Appointment.

Integrity Pact – Each participating bidder/s shall submit Integrity Pact as per attached Annexure 7 duly on a stamp paper of INR 500/-. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in bid process.

Bank has appointed an Independent External Monitors (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows:

Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]

- IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact
- IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
- Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

5.21 Costs & Currency Price Composition

The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components (hardware, software etc.) and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST (Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. The Bank will not pay any other taxes, cost or charges.

5.21.1 Goods and Services Taxes (GST) and its Compliance-

- Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-
- TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.

- It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
- If supplier/Bidder as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

5.21.2. Violation of terms

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

5.22 Fixed Price

The commercial offer shall be on a fixed price basis, excluding of taxes. No price variation relating to increases in dollar price variation etc. is permitted.

5.23 Liquidated Damages

The Bank will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the equipment(s)) by the Bidder.

Installation will be treated as incomplete in one/all of the following situations:

Non-delivery of any component or other services mentioned in the order Non-delivery of supporting documentation

If the Bidder fails to perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the order value of the Device, Software per week or part thereof until actual delivery or performance, (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

5.24 Non Compliance

Bank reserves its right to take any appropriate action against the bidder in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP / Agreement.

5.25 Performance Bank Guarantee

The successful Bidder should provide a performance Bank guarantee for the contract period and additional 3 months for an amount equivalent to 3% of the total order value from a Nationalized / PSU Bank/Scheduled commercial Bank in the format specified by the Bank within 30 days from the date of purchase order.

In the event of non-performance of obligation or failure to meet the terms / requirements of the RFP, Bank shall be entitled to invoke the performance Bank guarantee without notice or right of demur to the successful Bidder.

Bank reserves its right to invoke the Performance Bank Guarantee within one year from the date of expiry of bank guarantee period besides cancellation of the entire Purchase Order in the event of breach and/or nonobservance of any of the terms of performance Bank guarantee.

5.26 Non-Disclosure Agreement

The successful Bidder will have to sign a Nondisclosure agreement with the Bank as per the format enclosed as appendix 2 Form A-07

5.27 Cancellation of Order

The Bank reserves its right to cancel the Purchase Order at any time i.e. in the event of delay in project beyond the specified period or noncompliance of the RFP terms or nonfulfillment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory etc. In addition to the cancellation of Purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the successful Bidder to recover the damages.

5.28 Security

The successful Bidders' proposal must include a plan to safeguard the confidentiality of the Bank's business information, legacy applications and data.

5.29 Patent Rights/ Intellectual Property Rights

The Successful Bidder shall ensure that the equipment (including hardware and software) does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Successful Bidder shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Agreement and the license agreement; or (ii) modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the equipment with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Successful Bidder to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Successful Bidder shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made available and implemented by the Successful Bidder, despite notice of such failure by the Successful Bidder in writing, (ii) any change, not made by or on behalf of the Successful Bidder, to some or all of the software/deliverables supplied by the Successful Bidder or modification thereof; or (iii) the Bank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Successful Bidder of such misuse in writing.

The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Successful Bidder as part of this Agreement.

5.30 Audit/ Review/Monitoring/Visitation

Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The Bidder shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the Bidder outsourced to third party, there must be proper Agreement with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

- Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the Bidder. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- Provide the Bank with right to conduct audits on the Bidder whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain

copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the Bank.

- Include clause to allow the reserve Bank of India or persons authorized by it to access the Bank's documents: records of transactions, and other necessary information given to you, stored or processed by the Bidder within a reasonable time. This includes information maintained in paper and electronic formats.
- Recognized the right of the reserve Bank to cause an inspection to be made of a service provider of the Bank and its books and account by one or more of its officers or employees or other persons.

Banks shall at least on an annual basis, review the financial and operational condition of the Bidder. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the Bidder. Such assessment and reports on the Bidder may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

5.30.1 Monitoring

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Vendor's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Bidder.

5.30.2 Visitations

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Vendor shall cooperate with the authorized representative(s) of the Bank and shall provide all information/ documents\required by the Bank.

5.31 Independent Contractor

The Bidder shall perform its obligations under this Agreement as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services, after taking prior approval in writing from the Bank. Neither this Agreement nor the Bidder's performance of

obligations under this Agreement shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party. This Agreement does not intent to create, constitute or evidence any partnership, joint venture, trust or employer/employee relationship amongst the Parties and constitutes an agreement between principals. None of the Parties shall be entitled to make, or allow to be made, any representation that any such relationship exists between the Parties. Other than the relationship of sponsor and the consequent inter-se rights and obligations between the Bank, in relation to this Agreement, the right of a Party to act on behalf of the other Party for, or to incur any obligation on behalf of, the other Party, is limited to the manner provided in this Agreement.

The Bidder shall be responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees/agents and shall be accountable for all of them. The Bidder shall be vicariously liable for any acts, deeds or things done by its/their employees, agents, contractors, subcontractors etc. The Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under this Agreement. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the Purchase Order issued under this Agreement. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Bidder shall be paid by Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, and subcontractors.

The Bidder shall hold the Bank and its RRBs, their successors, assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of Bidder, its employees, agents, contractors, sub-contractors etc. However, the Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

5.32 Amendments

Other than the rights of the Bank specified in this Agreement, no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the Parties.

5.33 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

5.34 Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Agreement.

5.35 Survival of Clauses

Any provision or covenant of this RFP or subsequent Agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this Agreement, shall survive such expiration or termination.

5.36 Change Control Process

Any deviations or changes/amendment in the workflow of Services required by BANK may always be agreed between the parties, which shall be notified in writing BANK to BIDDER as change control process. Any other customization suggested by the Bank in the application or due to Regulatory requirement will be provided by Bidder without any additional charges to the Bank inter-alia provide any or all statutory/Regulatory report to the Bank free of Cost.

5.37 Acceptance of Terms & Conditions

The Bidders participating in the tender process should give an Acceptance Certificate for all the points mentioned in the tender. Otherwise their offers are liable to be rejected.

5.38 No liability of the Bank towards employees/ agents of successful Bidder

Notwithstanding anything contained hereinbefore and hereinafter, Bank shall not be liable in any manner for making any payment to any employee or agent of the successful Bidder (i) for the services rendered in and for Bank or for Bank by such employee or agent, as the case may be, towards performance of the contract to be entered into between Bank and the successful Bidder, on express or implied instructions of the successful Bidder, and (ii) for any claim

accrued or claimed to have accrued in favor of such employee or agent arising due to such services and /or due to any consequences of such services as aforesaid, under any law.

6. Eligibility Criteria

Bidder needs to comply with the eligibility criterion mentioned in Annexure 3 – Eligibility Criteria Compliance. Non-compliance with any of these criterion would result in outright rejection of bidder's proposal. Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

The decision of Bank pertaining to Eligibility Criteria evaluation would be final and binding on all the bidders. Bank may accept or reject an offer without assigning any reason what so ever. For Eligibility Criteria for the bidder, refer to Annexure 3 - Eligibility Criteria Compliance.

6.1 Bidder Evaluation & Methodology

Bidder's evaluation will be a conducted in two stages, as mentioned below:

1. Technical bid Evaluation
2. Commercial bid evaluation

The objective of this evaluation methodology is to facilitate the selection of the most optimal solution that appropriately meets the business requirements of Bank. Bidder would be screened based on Eligibility Criteria. Post qualification of bidder on Eligibility Criteria, evaluation would be on technical soundness. All the bids shall be evaluated by an Evaluation Committee set up for this purpose by Bank. The evaluation shall be on the basis of quality of the solution & services offered.

Bidders qualifying the technical bid evaluation would only be considered for commercial evaluation. Commercial evaluation would be carried at a later stage and selected bidder would be notified accordingly.

Bank may at its absolute discretion, reject proposal of the bidder, and without giving any reason whoever. Decision of Bank, in this regard, would be final and binding on all the participating bidders.

6.2 Eligibility Criteria

Central Bank of India shall scrutinize the Eligibility Bid submitted by the bidder. A thorough

examination of supporting documents to meet each eligibility criteria (Annexure 3) shall be conducted to determine the eligible bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation.

The bidder meeting the Eligibility Criteria – as per Annexure 3 will be considered for technical evaluation. Any credential/supporting detail mentioned in Annexure 3, and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

6.3 Technical Evaluation

The technical offer submitted by bidders shall be evaluated as per various components mentioned below:

- **Compliance to Bill of Material as in Appendix 1 Form B-01(masked)** – Bidder is expected to provide their ‘compliance’ against each item stated in the Bill of Material; which means the bidder confirms to the provisioning of the stated product / service and the terms of the RFP and subsequent addendums. Deviation from the compliance requirements may lead to disqualification of the bidder
- **Compliance to Minimum Technical Specifications as in Annexure 4** – Bidder is required to provide compliance against each item stated in Minimum Technical Specifications. Deviation from the compliance requirement may lead to disqualification of the bidder.
- **The design documentation** – Bidder is expected to provide design documentation for proposed implementation of Server and Security solutions
- **Bidder’s detailed work plan** – Bidder is expected to provide Gant chart in conformity with the stated timelines. Bidder should also share the key profiles and the number of representatives (across OEMs as well) being deployed across implementation and support phase of the project.
- **Presence of service centers** – Presence of bidder’s service centers in Mumbai, Hyderabad and other locations

Bidders must satisfy following to qualify for Commercial Evaluation.

- *Bidder must provide 100% compliance to the scope requirement as set out in this RFP and Minimum Technical Specifications as mentioned in Annexure 4*
- *Bidder must comply with all the line items in Appendix 1 Form B01 – Bill of Materials*

Bidder is required to comply with the requirements stated in this RFP, Annexures and Appendices. If any bidder’s response is found to be non-compliant, then Bank at its discretion may reject the bid. Hence, only the bidder’s compliance with the requirements will be considered for Commercial bid evaluation. Marks provided by Bank to the bidder shall be final and binding

on the bidder. No objection/query/justification related to given marks from any bidder shall be entertained. Decision of Bank in this regard shall be final & binding. It is to be noted that Bank will disclose final marks only to the technically qualified bidders.

6.4 Commercial Evaluation

Commercial Bid of only technically qualified bidders shall be opened on the basis of technical proposal. Technically qualified bidders will participate in Reverse Auction process to be conducted by Bank. Bank will notify the date and time for participating in the online reverse auction process to the technically qualified bidders.

Envelope containing commercial offers of bidders, short-listed post technical evaluation, would be opened. The format for quoting Commercial bid is set out in Appendix 1 Form B 01. The commercial offer should consist of comprehensive cost for required solution. Bidders must provide detailed cost breakdown for each and every categories mentioned in the commercial bid. Bank will determine whether the Commercial bids are complete, unqualified and unconditional. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the Scope of the RFP within the total quoted price shall be that of the bidder.

6.5 Reverse Auction

Bank would conduct a reverse auction process on the commercials submitted by the bidders. As such it is necessary that authorized personnel of the firm or organization signs the bid. The designated personnel should be authorized by the organization or by a senior official of the organization having authority to do so. The same person or a different person should be authorized, who should have digital certificate issued in his name and should have authority to quote bid amount in the commercial bid and also quote offer price during on-line reverse auction. The details of digital certificate like Name, Digital Key details, Issuing Authority and Validity etc. to be provided.

The certified copy of necessary original resolutions/authority/ Power of Attorney having authority to authorize the person to submit Bid documents/participate in on-line sealed bid and reverse auction, on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment.

Bidders to note that:

- In case there is variation between numbers and words; the value mentioned in words would be considered as final
- Bidder needs to provide unit costs for all components and services; unit rates would be considered for the TCO in case of any discrepancy in the totaling, modifications, addition, correction, etc.

- In the event bidder has not quoted or has omitted any mandatory product or service required for the solution it shall be deemed that the bidder shall provide the product or service at no additional cost to Bank.

Please note that in the event of Bank conducting a normalization exercise, the bids submitted after normalization would be evaluated as per the evaluation methodology in Commercial Evaluation. Bidder categorized as L1 after the Normalization process would be deemed as the Successful bidder.

6.6 Commercial Bid Evaluation Considerations

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

- If there is a discrepancy between words and figures, the amount in words shall prevail
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail
- The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail
- If there is a discrepancy in the total, the correct total shall be arrived at by Bank
- In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected
- At the sole discretion and determination of Bank, Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP
- Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to
- All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder
- Bank shall not incur any liability to the affected bidder on account of such rejection
- The selected bidder shall provide revised TCO and the revised break-up of the cost items post reverse auction

The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal

points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

7. Payment Terms

7.1 General Terms of Payment

The bidder must accept the payment terms proposed by Bank. Any deviation from the proposed payment terms would not be accepted. Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of Bank.

The payments will be released only through NEFT / RGTS and the Selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. The payments will be released only after submission of Performance Bank Guarantee.

The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid/ reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by Bank or any new tax introduced by the government will also be paid by Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. Bank will not pay any out of pocket expense. The selected bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the bidder.

7.2 Product Cost

Sl. No.	Deliverables	% of Payment	Payment Milestone (On completion of the activities)
1	Hardware/Software/ License	60%	Successful delivery of the respective hardware and/or respective software
		30%	On successful installation and inspection sign-off by Bank of the respective hardware and/or respective software
		10%	3 months after successful running of the respective hardware and/or respective software

Table-7.1: Product Cost Payment Terms

7.3 Installation Cost

Sl.	Deliverables	% of	Payment Milestone (On completion of the
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No.		Payment	activities)
1	Installation and Migration	70%	Successful installation and inspection sign-off by Bank of the respective hardware and/or respective software at Bank's location
		30%	3 months after successful running of the respective hardware and/or respective software

Table-7.2: Installation Payment Terms

7.4 AMC Payment Terms

AMC amount payable would be paid quarterly in arrears on submission of invoice.

First quarter for AMC payment would begin from 1st of the next month of the date of completion of the warranty period.

7.5 AMC & Other Warranty Costs

Bidder shall provide the comprehensive onsite maintenance (Warranty & AMC) for a period of seven years from the date of installation acceptance by Bank.

For in-scope hardware components, warranty period should be of 3 years followed by AMC support for four years. Warranty cost should be factored in the product cost by the bidder and AMC cost for four years must be mentioned separately.

Bidder must factor the costs in the Bill of Material accordingly. As part of warranty, AMC & support the bidder has to:

- Provide on-site comprehensive support for Server equipment, hardware components and software components provided as part of this RFP
- Have back-to-back arrangements with respective OEMs for the maintenance services (Warranty/AMC)
- Warrant all the Server equipment and software against defects arising out of faulty design, materials and media workmanship etc., for a period of seven years from the date of acceptance of the Server equipment and software
- Provide maintenance of Server equipment, including preventive maintenance support, as well as repair or replacement activity after a problem has occurred. If the supplied equipment are to be replaced permanently due to the bidder's inability to provide spares or maintain the equipment, the bidder shall replace the equipment of same make/model/configuration or of higher configuration. However, Bank may accept different make/model/ configuration at its discretion, if the original make/model/ configurations are not available in the market due to obsolescence or technological up gradation
- Provide support services like repair, replacement to resolve the problem as per the service levels defined in this document

- Defective Server equipment shall be replaced by the bidder at his own cost, including the cost of transport etc. The bidder shall not charge Bank any extra charges related to this activity
- Provide adequate spares for the critical components of the Server equipment
- If required, provide on-site support during quarterly DR drills or whenever required by Bank. For factoring purposes, the bidder should factor not more than 8 visits at DC or DR each year for on-site support on specific request from Bank
- Agree that Bank will not be liable to pay any additional amounts in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. Free on-site maintenance services shall be provided by the bidder during the period of warranty
- Undertake system maintenance and replacement or repair of defective Server equipment
- Upon receipt of such notice the bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to Bank
- In case equipment taken away for repairs, Bidder shall provide similar standby equipment so that the equipment can be put to use in the absence of the originals/ replacements without disrupting Bank's regular work
- If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, Bidder shall replace the unit of component with another of the same performance and quality or higher, at no cost to Bank
- Further provided that Bank may, during the contract, shift the goods wholly or in part to other location(s) within the Country and in such case the bidder undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to Bank
- In case Bank desires to get the services delivered by their appointed Bidder or System Integrator, then the OEM shall transfer such services to that preferred bidder at no additional cost to Bank
- In case of any issue with Server equipment and related software supplied by the bidder, Bank or its appointed System Integrator shall log a call with the bidder (who has supplied the Server equipment/software). It is responsibility of the bidder to resolve the issue with the assistance of the OEM, if deemed necessary. Bank or its appointed System Integrator shall promptly notify the bidder in writing/e-mail/fax of any claims arising under the maintenance services
- Provide all future software upgrades and patches for all components of the solution, except Microsoft products, and assist Bank or its System Integrator to install the same, if Bank desires during period of warranty free of cost
- Bidder warrants that the Goods supplied under the Contract are new & unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the RFP
- Bidder further warrants that all the Goods supplied under as part of this RFP shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by Bank's Specifications) or from any act or omission of the bidder,

that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination

- Bidder's/OEM's hardware engineer will report at Bank's premises within one hour of reporting of breakdown through telephone/ email or Fax or courier at the bidder's nearest office and repair the same at the earliest.

7.6 Cost & Currency Price Composition

The bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components (hardware, software etc.) and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST (Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. Bank will not pay any other taxes, cost or charges

7.7 Goods and Services Taxes (GST) and its Compliance

Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder:

- (a) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the bidder of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person
- (b) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to Bank by way of commensurate reduction in the prices under the GST Law
- (c) If Bidder as the case may be, is blacklisted in the GST (Goods and Services Tax) portal or rating of a bidder falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract
- (d) Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The bidder shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

7.8 Fixed Price

The commercial offer shall be on a fixed price basis, excluding of taxes. No price variation relating to increases in dollar price variation etc. is permitted.

8. Definitions & Reference

8.1 Working Day

A working day would be any day including holidays.

8.2 Business Hours

The complete Hardware and Software solutions in the DC, DR & CO would need to function 24*7 to service Bank's business.

8.3 Restore to Service

Provides standard maintenance services including:

- Diagnostics and troubleshooting
- System, component & hardware maintenance
- Configuration changes, tracking, and documentation
- Upgrade / Enhancement

The maintenance for the services would be for the entire business infrastructure of Bank including, but not limited to the Hardware and software supplied under this scope.

8.4 Obligation of the Bidder

In the course of rendering the services mentioned in this RFP, Bidder shall be responsible for the following:

- Bidder shall assign personnel of appropriate qualifications and experience to perform the services in order to fulfill its obligations.
- Bidder shall designate one of its personnel as the Project Manager, to interact with the Designated Customer Support Contact from Bank for the purposes of getting approvals, progress report, discussing and resolving issues, arranging meetings, etc.
- Bidder shall exercise requisite control and supervision over its personnel in the course of rendering the services and make best efforts to ensure that the services are rendered in a continuous and uninterrupted manner.
- Bidder will have the right to withdraw its personnel, by replacing the persons with others having appropriate experience and skills at its own cost. Bidder shall seek necessary permission from Bank 1 month in advance.
- In the event that any person engaged/deputed/deployed for rendering services, is, either; No longer available by reason of resignation or termination or the like; or unable to

render satisfactory services; or not acceptable to Bank by reason of any misconduct or non- performance on the part of such person.

- Bidder will use all reasonable endeavors to replace such individual promptly by another sufficiently skilled, qualified, and experienced with appropriate certifications personnel at its own cost. Bidder will in the discharge of its obligations use all reasonable endeavors to minimize changes in personnel.
- Bidder will respect the confidentiality of all information given to it by Bank and will not divulge such information to any third party or other units without the consent of Bank.

8.5 Obligation of the Bank

The Bank shall be responsible for the following:

- The Bank shall designate a Customer Support Contact for each designated location who shall be a single point of contact between the Bank and Bidder for all communication in connection with the provision of delivery services. The Parties also agree that all interaction and communication between the Parties for the purposes of this tender shall take place through the Customer Support Contact designated by the Bank. Bidder shall not be required to incorporate any direct input received from the Named Users, unless expressly ratified by the Customer Support Contact of the Bank in writing.
- The Bank shall ensure that all requests for support services are formally raised in accordance with the procedure prescribed in respect thereof and all such requests conform to the formats agreed upon from time to time.
- The Bank shall give Bidder and its personnel full access (physical and/or remote) to the Support Location, and the designated hardware & Equipment to enable Bidder to provide the Maintenance & Support Services.

8.5.1 Land Border Sharing Clause- Order (Public Procurement no. 1, 2 and 3) – Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annexure - 11
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of 23rd July 2020; and (ii) cases falling under Annexure -11.

8.5.2 Preference to Make in India

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

It is clarified that for all intents and purposes, the latest revised order i.e the order dated 16-9-2020 shall be applicable being revised Order of the original order i.e Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 dated 15-6-2017.

This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017. The salient features of the aforesaid Order are as under:

1. **Class-I Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%
2. **Class-II Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
3. **Non-Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
4. Only '**Class-I local supplier**' and '**Class-II local supplier**' shall be eligible to bid.
5. The margin of purchase preference shall be 20 %, Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

9 Disclaimer

The RFP document is not an offer made by Central Bank of India but an invitation for response based on which Bank may further evaluate the response or call for alternate or more responses from other bidders. Bank has the right to ask for other competitive quotations and can award any part or complete work to another bidders whom so ever they feel eligible for the same taking into consideration the price and quality.

End of Document