



Central Bank of India

Cent NEO

Tender No. CO:DIT:PUR:2023-24:385

Request for Proposal (RFP) Document

For

**Supply, Installation, Implementation, Integration, Commissioning and Maintenance of
Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools
along with Facility Management Services**

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List of Abbreviations

AM	Approach and Methodology
AMC	Annual Maintenance contract
APIs	Application Programming Interface
APT	Advanced Persistent Threat
ATM	Automated Teller Machine
ATS	Annual Technical Support
Bank	Central Bank of India
BC	Business Continuity
BOM	Bill of Material
BRS	Business Requirement Specification
CB	Commercial Bid
CBI	Central Bank of India
CBS	Core Banking Solution
CD	Compact Disk
CMS	Card Management System
CPC	Common Point of Compromise
CPU	Central Processing Unit
DB	Database
DC	Data Centre
DLA	Device Level audit
DR	Disaster Recovery
DRC/ DRS	Disaster Recovery Centre/ Site
EFRMS	Enterprise Fraud Risk Management System
EMD	Earnest Money Deposit
FI	Financial Inclusion
FM	Facility Management
FR	Functional Requirements
FY	Financial year
GOI	Government of India
GSI	Global system integrator
GST	Goods & Service Tax
GUI	Graphical User Interface
HA	High Availability
HLD	High Level Design Document
HSM	Hardware Security Module
IRM	Integrated Risk Management
IS	Information Security
ISO	International Organization for Standardization
IT	Information Technology
LLD	Low Level Design Document

LLP	Limited Liability Partnership
MAF	Manufacturer Authorization Form
MO	Management Organization
MQ	Messaging & Queuing
MS SQL	Microsoft Structured Query Language
MSME	Micro, Small & Medium Enterprise
NBFC	Non-Banking Financial Company
NDA	Non-Disclosure Agreement
NEFT	National Electronic Funds Transfer
NPCI	National Payment Corporation of India
NS	Near Site
NTSL	Net Settlement Report
NUUP	National Unified USSD [Unstructured Supplementary Services Data] Platform
OEM	Original equipment manufacturer
OEM	Original Equipment Manufacturer
OPD	Original Platform Developer
OS	Operating System
OSD	Original Software Developer
PD & BP	Project Demonstration & Bid Presentation
PBG	Performance Bank Guarantee
PO	Purchase Order
PoP	Point of Presence
POS	Pont of Sale
PSE	Public Sector Enterprise
PSP	Payment System Player
PSU	Public Sector Undertaking
QR code	Quick Response Code
RBAC	Role-based access control
RBI	Reserve Bank of India
RCA	Root cause analysis
RFP	Request for Proposal
RFP 385	Tender no. 385 for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services.
RPO	Recovery point objective
RRB	Regional Rural Bank
RTGS	Real Time Gross Settlement
RTO	Recovery Time objective
SAN	Storage Area Network
SAS	Serial attached SCSI
SCB	Scheduled Commercial Bank

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SDKs	Software Development Kits
SDR	Single Data Repository
SEBI	Securities Exchange Board of India
SI	System Integrator
SIEM	Security Information & Event Management
SLA	Service Level Agreement
SOP	Standard Operating Procedures
SPOC	Single Point of Contact
SRS	System Requirement Specification
SSD	Solid state drive
T&D	Training and Development
TB	Technical Bid
TCO	Total Cost of Ownership
TPS	Transactions Per Second
TR	Technical Requirements
UAT	User Acceptance Testing
UI /UX	User Interface / User Experience
UPI	Unified Payment Interface
USSD	Unstructured Supplementary Services Data
VA	Vulnerability Assessment
VPA	Virtual Payment address
XML	Extensible Mark-up language
CORS	Cross-origin Resource Sharing

1. Invitation for Tender Offers

Central Bank of India, The Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank" and having 90 Regional Offices (RO), 12 Zonal Offices (ZO) and 4400 plus branches spread across India, invites online tender offers (Technical offer and Commercial offer) from eligible Vendors for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services.

A complete set of tender documents may be purchased by eligible bidders on payment of non-refundable amount of ₹ 60,000/- (Rs. Sixty Thousand Only) by demand draft/ Banker's cheque /RTGS/NEFT in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no CO:DIT:PUR:2023-24:385 in favour of "Central Bank Of India" and payable at Mumbai City. The proof of cost paid of Tender Document is to be submitted by Bidders for participating in the pre-bid meeting and a copy of confirmation is to be uploaded with the Technical Bid.

Pre-Bid queries need to be submitted in the format provided in Annexure 20 – Query Format

The details are given below:

Tender Reference Number	CO:DIT:PUR:2023-24:385
Cost of RFP: Non-Refundable	₹ 60,000/- (Rs. Sixty Thousand Only) including taxes
Date of RFP Issue	01/06/2023
Bid Security (EMD)	An amount of Rs. 1,20,00,000/- (Rs. One Crore Twenty Lakhs Only) in the form of Bank Guarantee issued by a scheduled commercial bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of banker's cheque/ Account Payee Demand Draft /RTGS/NEFT in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no CO:DIT:PUR:2023-24:385 in favour of "Central Bank Of India" and payable at Mumbai City.
e-mail IDs for sending queries and Last Date for submission of queries	smitneo@centralbank.co.in, cmitinfra@centralbank.co.in, cmitinterface@centralbank.co.in, smitpurchase@centralbank.co.in, latest by 08/06/2023 up to 17:00 hrs. Queries to be submitted with Proof of remittance of document/Tender cost
Date and time for Pre-Bid Meeting,	09/06/2023 at 11:30hrs.
Last Date and Time submission of Bids Mode of bid submission & online portal's URL	30/06/2023 up to 15:00 hrs. Mode-Online URL: https://centralbank.abcprocure.com/EPROC
Time & Date of Opening of technical bids	30/06/2023 at 15:30 hrs.

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Response Types	1.Document Cost plus Bid Security/EMD 2.Technical Bid 3.Commercial Bid
Address for Communication	Dy. General Manager-IT Cent Neo, Central Bank Of India Floor 6, Tower 5, Belapur Railway Station Complex, CBD Belapur, Navi Mumbai- 400614 Mail address: smitneo@centralbank.co.in, cmitinfra@centralbank.co.in, cmitinterface@centralbank.co.in , smitpurchase@centralbank.co.in,
Contact Telephone Numbers	022 - 27582459, 67123669

If any of the above dates fall on a holiday or become holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be the next working day of the Bank.

The pre-bid meeting will be held in person with the bidders who have submitted proof of remittance of document/Tender cost or exemption certificate of MSME by email to the Bank on or before the stipulated time.

For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs and proof of remittance of document cost or exemption certificate of MSME by email to the Bank. It may be noted that all queries, clarifications, questions etc., related to this RFP, technical or otherwise, must be in writing only and should be sent to the designated email addresses within stipulated time as mentioned.

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 (EMD) upon submission of valid MSME certificate copy.

Start-ups (which are not MSEs) are exempted only from Bid security amount.

Tender offers will normally be opened half an hour after the closing time. Any tender received without Document/Tender Cost, will be disqualified.

Technical Specifications, Terms and Conditions and various format and Performa for submitting the tender offer are described in the tender document and its Annexures.

Dy. General Manager-IT
Cent Neo, Central Bank of India,
CBD Belapur, Navi Mumbai-400614

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

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This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

2. Eligibility Criteria

The Bidder must fulfil following eligibility criteria:

Sr.	Eligibility of the Bidder	Documents to be submitted	Compliance (Y/N)
1.	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder	
2.	Bidder should be registered under G.S.T. and/or tax registration in state where the bidder has a registered office	Proof of registration with GSTIN	
3.	The bidder must have an annual turnover in India of INR 100 crores per annum in the last three financial years (i.e. 2020-21, 2021-22, 2022-23) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies	Copy of audited Balance Sheet and Certificate of the Chartered Accountant.	
4.	The bidder should have made net profit after tax in at least two financial years out of last three financial years (i.e. 2020-21, 2021-22, 2022-23).	Copy of audited Balance Sheet and Certificate of the Chartered Accountant.	
5.	The bidder should have positive net worth in last three financial years (i.e. 2020-21, 2021-22, 2022-23).	Certificate of the Chartered Accountant.	
6.	Bidder should have deployed the Kubernetes based Container Platform in at least 1 Scheduled Commercial Bank with at least 500 Branches in India within last 3 years.	Purchase Order along with (sign off document / reference letter).	
7.	The proposed Kubernetes based Container Platform solution should have been deployed in at least 1 Scheduled Commercial Banks with at least 500 Branches in India within last 3 years.	Purchase Order along with (sign off document / reference letter).	
8.	At the time of bidding, the Bidder should not have been blacklisted/ debarred by any Govt. / IBA/ RBI/ PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/	Submit the undertaking self-declaration on Company's letter head	

Sr.	Eligibility of the Bidder	Documents to be submitted	Compliance (Y/N)
	delivery of the order.		
9.	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder / OEM and the Bank regarding supply of goods/ services	Submit the undertaking self-declaration on Company's letter head	
10.	Bidder/OEM should not have - NPA with any Bank /financial institutions in India - Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank	Submit the undertaking self-declaration on Company's letter head	
11.	Bidder/ OEMs should have service/support infrastructure at both Mumbai and Hyderabad and should be able to provide efficient and effective support.	Submit the undertaking self-declaration on Bidder's and OEM's letter head	
12.	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate	
13.	The Bidder should be a Certified & Authorized or GSI (Global System Integrator) partner of the OEM of the offered Hardware Infrastructure and Container Platform.	Copy of MAF from OEMs as per format (Annexure-8) to be submitted and confirmation from OEMs confirming the partnership level of the Bidder separately for Hardware Infrastructure and Container Platform.	
14.	Exemption of EMD amount and document cost for MSMEs.	The bidder having MSME (Micro and Small Enterprises) OR NSIC Certificate valid as on the date of submission of bid, will be exempted from EMD amount. Copy of certificate should be submitted by bidder.	

The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may ask for additional documents during the evaluation process and the bidder will be bound to provide the same. If OEM is participating then SI cannot participate with same solution. However if OEM is not participating, multiple SI can participate with same OEM solution.

Bank reserves the right to verify references provided by the Bidder independently. Any decision of Bank in this regard shall be final, conclusive and binding up on the bidder. Bank may accept or reject an offer without assigning any reason whatsoever.

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
3. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.
4. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
5. If a System Integrator (SI) submits a bid on behalf of the Bidder/ OEM, the same SI shall not submit a bid on behalf of another Principal/ OEM for the same solution.
6. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - a. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refers to 'the final solution that bidders will deliver to the customer.*
 - b. *If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'*

3. Bid Security (EMD)

An amount of Rs. 1,20,00,000/- (Rs. One Crore Twenty Lakhs Only) in the form of Bank Guarantee issued by a scheduled bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of Account Payee Demand Draft / banker's cheque /RTGS/ NEFT in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no CO:DIT:PUR:2023-24:385 in favour of "Central Bank Of India" and payable at Mumbai City.

4. Performance Bank Guarantee

- i. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank other than Central Bank of India, in the format given by the Bank in Annexure-11, for 10% of the total project cost valid for 66 months, (implementation period- Go-live Date + 5 years for total project period plus 6 months for claim period) validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder. In case contract is extended beyond date (extendable by another Three years), the bidder has to extend the PBG or provide the fresh PBG for extended period plus six months.
- ii. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.

- iii. Each page of the PBG must bear the signature and seal of the PBG issuing Bank and PBG number.
- iv. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.
- v. In the event of delays by Successful Bidder in AMC support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
- vi. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract, indicating the contractual obligation(s) for which the Successful Bidder is in default.
- vii. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
- viii. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

5. Cost of Bidding

The bidder shall bear all the costs associated with the preparation and submission of bid and Bank will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process. All Cost to be in Indian Rupees.

6. Manufacturer's Authorization Form

Bidders must submit a letter of authority from their manufacturers in Annexure-8 that they have been authorized to quote OEM Product.

7. Scope of Work

7.1 Scope Summary

Bank aims to setup standard deployment platform / environment to leverage the latest technology stack and software development tools to deploy future ready and best in class applications for end-users as per industry standard.

To achieve this, the bank has floated this RFP for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services.

In this regard the bidder is required to:

- 1) Deliver, install, implement, integrate and commission Enterprise class Hardware Infrastructure for Container Platform with 24x7 OEM Support, as per the specifications mentioned in the Minimum Technical Specification and Bill of Material of the RFP document.

- 2) Deliver, install, implement, integrate, and commission Kubernetes based Container Platform along with Enterprise Licenses & 24x7 OEM Support.
- 3) Deliver, install, implement, integrate, and commission Linux Operating System along with Enterprise License & 24x7 OEM Support.
- 4) Deliver, install, implement, integrate, and commission DevSecOps tools along with Enterprise License & 24x7 OEM Support.
- 5) Provide 24x7 onsite Facility Management Service having trained and experienced manpower for Maintenance and Management of the supplied Hardware infrastructure, Software and tools for the tenure of the contract.

7.2 Broad Scope of Work

7.2.1 Hardware Infrastructure

This section covers the broad set of requirements for the requisite Hardware Infrastructure, associated software, tools and licenses to be deployed at DC & DRC locations of the Bank at Navi Mumbai and Hyderabad respectively.

It describes the scope of work to be taken by the Successful Bidder for delivery, Implementation, Integration, Commissioning and maintenance of hardware infrastructure and associated software, Go-live and post go live support (other than FMS).

Bank will provide the necessary SAN storage space, SAN switch ports and network uplink ports to connect supplied hardware infrastructure at DC & DRC. The integration and configuration of the same to be carried out by the successful bidder. Any other Hardware / Software required for the successful implementation of the project should be provided by the successful bidder and should be mentioned in the bill of material.

The bidder is required to factor requisite Compute and Memory infrastructure for the Management Plane (including but not limited to the memory and number of compute cores required for Master and Infra nodes) in order to setup the requisite worker nodes in dedicated infrastructure mode.

The Server Specification specified below refers only to compute and memory requirements for Worker Nodes in Dedicated Configuration. Compute and Memory considerations for management plane are not mentioned in the server specification. The bidder is expected to provide the requisite compute and memory over and above the specified requirements for use in the Master and Infra Nodes.

The bidder is required to provide Software licenses for all the requisite Hardware Infrastructure including but not limited to proposed container platform, hypervisor layer (if required), host / integrated OS layer and all such software / services required to make the Container Platform operational.

The bidder is required to provide requisite Compute and Memory infrastructure for the proposed Hypervisor Layer if Hypervisor is proposed in the solution.

The proposed system should have the capability to scale up automatically as and when required for meeting the business requirements.

The proposed system should support industry standard data encryption at each layer.

Hardware Requirements:

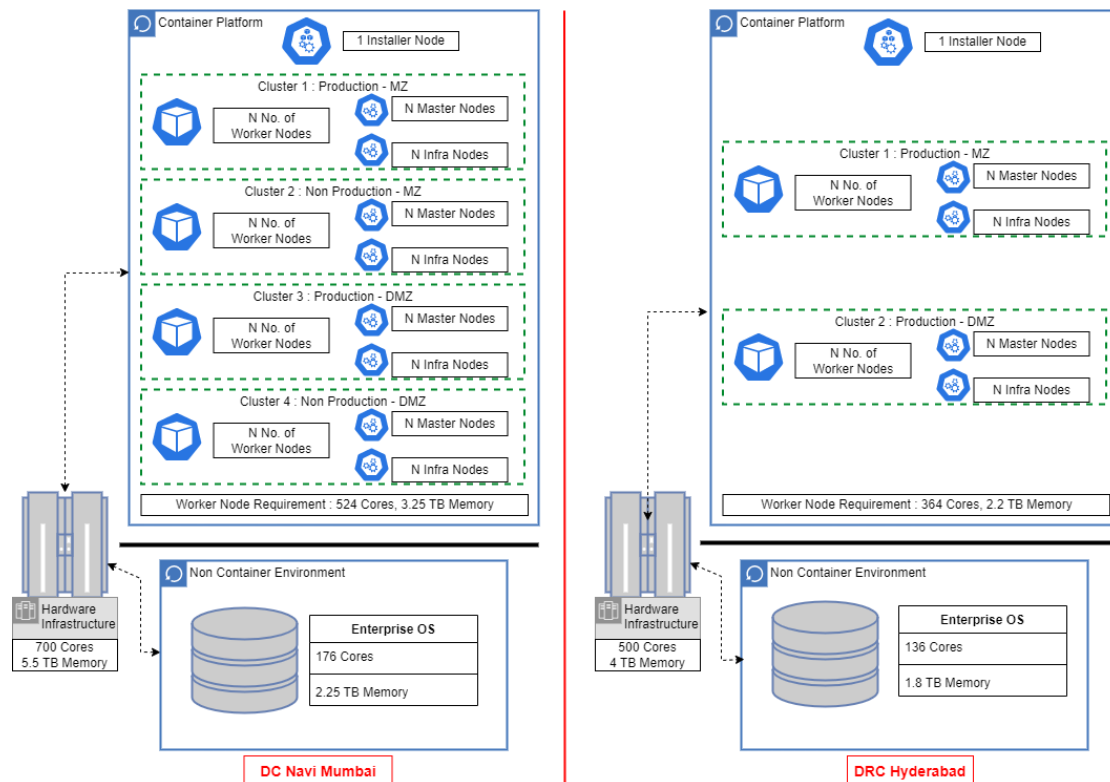
The proposal should include supply, installation, commissioning, integration and maintenance of hardware infrastructure and its associated software at DC & DRC which includes but is not limited to:-

- a) Supply of 700 core Intel Xeon 64bit x86 Enterprise class Servers [or (its equivalent / higher) computational power on any other architecture] at DC and 500 core Intel Xeon 64bit x86 Enterprise class Servers [or (its equivalent / higher) computational power on any other architecture] at DRC and associated hardware, software and licences complying with the technical specifications given in RFP, along with Server Racks, accessories and necessary documentation at Bank's locations mentioned in the RFP.
- b) The Enterprise Class Server(s) should be supplied with 24x7 OEM Support for the entire contract period of Five years.
- c) Installation, configuration, commissioning and maintenance of the supplied Servers.
- d) The supplied enterprise class server should meet the requirement of high availability and fault tolerance without any component having single point of failure.
- e) Activation of licences for all the supplied hardware and software.
- f) The successful Bidder has to avail the services of the OEM for installation of the Hardware.
- g) The successful bidder has to configure the hardware with the Load balancer which will be provided by Bank.
- h) The successful bidder has to handover the complete infrastructure details like OS, low level architecture details, license details with documentation, etc. to the Bank team.
- i) The successful Bidder to provide Escalation matrix (Contact person, Contact number and E-Mail) for the support and update the same and inform the Bank as and when there is any change in the matrix.
- j) The successful Bidder has to visit the DC and DRC and factor the transportation, installation cost till Server Room within the Bill of Material. Bidder to make good of the damages if any during the course of delivery, installation and commissioning of the hardware.
- k) The successful Bidder has to ensure that the hardware delivered at both DC & DRC location are covered under comprehensive insurance till the successful installation and bank's acceptance of the same without any additional cost to the Bank.
- l) The successful Bidder has to carry out installation, configuration, commission and maintenance of Host / Core OS on the supplied server.
- m) The successful Bidder has to carry out installation, configuration, commission and maintenance of Kubernetes based container platform on the supplied Servers.
- n) The proposed Kubernetes based container platform should be supplied with 24x7 OEM Support for the entire contract period of Five years.
- o) The proposed Kubernetes based container platform should be supplied with Enterprise Licence. Community Edition / Open Licenses will not be accepted by the Bank.
- p) The proposed Host OS should be Enterprise Class Linux supporting all Enterprise Class SQL Databases (eg. Oracle, PostgreSQL, MySql, DB2 etc.) as well as NoSql databases (eg. MongoDB, Cassandra etc.) along with 24x7 OEM Support for the entire contract period of Five years.

- q) The Host OS should be supplied with Enterprise License. Community Edition / Open Licenses will not be accepted. For Container Platform, the core OS / enterprise OS should be provided with 24x7 OEM Support
- r) The successful Bidder has to bring all necessary Tools/Software/Firmware/Utilities required for successful installation and commissioning of the Project.
- s) The successful Bidder has to install current as well as futuristic tools like Patch Management Tool, Monitoring tool, Application White Listing Tool, Enterprise Management Tool, Host Intrusion Prevention System and DR Automation Tool etc. which will be provided by the bank.
- t) The successful Bidder has to perform required configuration in the supplied Systems for successful integration with Bank's Privileged Identity Management Solution and Cyber Security Operation Centre.
- u) The supplied server should be provided with Management Console for installation, provisioning, configuration, monitoring and maintenance of the supplied Hardware Infrastructure.
- v) In case of any incident reported by Bank pertaining to supplied Hardware and Software, the successful bidder has to submit a detailed Root Cause Analysis report to the Bank within 24 hours of reporting of the incident.
- w) The successful bidder has to perform correction and take corrective action immediately for every reported incident after obtaining permission from the bank.
- x) Server Uptime of 99.99% must be maintained for the duration of the contract period.

Server Specifications:

High Level Infrastructure Overview



- ❑ The above mentioned requirement in Container Platform is for Worker Nodes only.
- ❑ Compute & Memory for Management Plane (i.e. Master & Infra Nodes) in dedicated mode is to be additionally factored by the Bidder for 4 clusters and 1 installer node at DC & 2 clusters and 1 installer node at DRC
- ❑ The System should be able to slice and deploy Multiple Instances / Servers in the Non Container Environment for various types of Databases & Applications along with different flavors of Operating Systems. Additional Software / Hypervisor and Licenses to achieve the same have to be factored separately and quoted in the Bill of Material.

Hardware Infrastructure Specification required for DC:-

Description	Min. Qty
Enterprise Class Server(s) having computational power (equivalent / higher) of 700 core Intel Xeon 64bit x86 [or any other architecture] with 5.5 TB Memory and requisite number of HDD/SSDs (if necessary) to install the host / integrated OS , hypervisor layer (if proposed), Container Platform etc. for use in Worker Nodes in dedicated configuration. Compute and Memory for Master and Infra Nodes to be factored separately.	1

Hardware Infrastructure Specification required for DRC:-

Description	Min. Qty
Enterprise Class Server(s) having computational power (equivalent / higher) of 500 core Intel Xeon 64bit x86 [or any other architecture] with 4 TB Memory and requisite number of HDD/SSDs (if necessary) to install the host / integrated OS , hypervisor layer (if proposed), Container Platform etc. for use in Worker Nodes in dedicated configuration. Compute and Memory for Master and Infra Nodes to be factored separately.	1

Kubernetes based Container Platform Subscription details for DC:-

Description	Qty
Subscription for Kubernetes based Container Platform with highest OEM Support for 1 st Year	524 cores
Subscription for Kubernetes based Container Platform with highest OEM Support for 2 nd Year	524 cores
Subscription for Kubernetes based Container Platform with highest OEM Support for 3 rd Year	524 cores
Subscription for Kubernetes based Container Platform with highest OEM Support for 4 th Year	524 cores
Subscription for Kubernetes based Container Platform with highest OEM Support for 5 th Year	524 cores

RFP for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services.
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Kubernetes based Container Platform Subscription details for DRC:-

Description	Qty
Subscription for Kubernetes based Container Platform with highest OEM Support for 1 st Year	357 cores
Subscription for Kubernetes based Container Platform with highest OEM Support for 2 nd Year	357 cores
Subscription for Kubernetes based Container Platform with highest OEM Support for 3 rd Year	357 cores
Subscription for Kubernetes based Container Platform with highest OEM Support for 4 th Year	357 cores
Subscription for Kubernetes based Container Platform with highest OEM Support for 5 th Year	357 cores

Any other Licences required for connecting the Hardware Infrastructure and Kubernetes based Container Platform to Power, Network or SAN Storage is to be quoted separately in the Bill of Material.

Enterprise OS Subscription details for DC:-

Description	Qty
Subscription for Enterprise Linux with highest OEM Support for 1 st Year	176 cores
Subscription for Enterprise Linux with highest OEM Support for 2 nd Year	176 cores
Subscription for Enterprise Linux with highest OEM Support for 3 rd Year	176 cores
Subscription for Enterprise Linux with highest OEM Support for 4 th Year	176 cores
Subscription for Enterprise Linux with highest OEM Support for 5 th Year	176 cores

Enterprise OS Subscription details for DRC:-

Description	Qty
Subscription for Enterprise Linux with highest OEM Support for 1 st Year	136 cores
Subscription for Enterprise Linux with highest OEM Support for 2 nd Year	136 cores
Subscription for Enterprise Linux with highest OEM Support for 3 rd Year	136 cores
Subscription for Enterprise Linux with highest OEM Support for 4 th Year	136 cores
Subscription for Enterprise Linux with highest OEM Support for 5 th Year	136 cores

The proposed Enterprise Linux OS should be certified by Oracle for Oracle Database and Oracle Real Application Clusters (RAC) product releases.

Payment Hardware Security Module:

Payment Hardware Security Module (HSM) is a hardware device that provides cryptographic protection, such as PIN protection and validation, transaction processing and key management required for multiple applications like Mobile Banking, Internet Banking and other delivery channels.

Bank requires 2 redundant payment HSMs at DC and 2 redundant payment HSM at DRC, i.e. Four Payment HSMs are required to the Bank, out of which 2 Payment HSMs (1000 TPS/CPS each) will be installed at DC - Navi Mumbai and 2 Payment HSMs will be installed at DRC - Hyderabad (2 HSMs each of 1000 TPS/CPS).

Warranty will start from date of installation and sign off for respective payment HSMs from Bank.

The proposed HSM should have the following features including but not limited to:

- Be tamperproof and support cryptographic operations using secure keys.
- Have highest level of certification eg. FIPS 140-2 Level 3/4.
- Have the capability of partitioning to support multiple Virtual Machines / Containers.
- Support major cryptographic functions like AES, TDES, DES, SHA & any other future technologies.
- Implement multiple data length & Pin translation for at least 1000 (TPS / CPS).
- Provide both native as well as containerised application.
- Be PCI DSS Compliant.
- Be on High Availability Mode.

Rack Specifications:

If the proposed Server(s) / Hardware infrastructure is to be rack mounted, then the bidder has to supply and install requisite number of Rack(s) and quote the price separately in the commercial bid.

The server rack(s) should be Industry standard with redundant Power Distribution Units, cable management arm, perforated front & back doors, mounted wheels, exhaust fans and Lock & Key.

Delivery & Installation:

The Successful Bidder must perform the following activities as part of successful delivery and installation of the hardware infrastructure required for the Project.

- a) Delivery of the proposed hardware infrastructure and software licenses along with server racks and accessories.
- b) Racking and Stacking of the supplied Hardware Infrastructure and Asset Tagging.
- c) Power, SAN and Network Cabling.
- d) Structured Rack Cabling & Uplink Cabling from Bank's TOR switches to the supplied Hardware.

- e) Low Level Design for 700 core Intel Xeon 64bit x86 Server(s) [or (it's equivalent / higher) computational power on any other architecture] at DC & 500 core Intel Xeon 64bit x86 Server(s) [or (it's equivalent / higher) computational power on any other architecture] at DRC respectively.
 - f) Creation of Production Environments in DC and DRC as per bank's requirement.
 - g) Creation of Non-Production Environments in DC as per bank's requirement.
 - h) Recreation / reconfiguration of production or non-production environments at DC and DR should be performed by the successful bidder during the entire contract period if desired by the bank.
 - i) Planning, Implementation and commissioning of 700 core Intel Xeon 64bit x86 Server(s) [or (it's equivalent / higher) computational power on any other architecture] at DC & 500 core Intel Xeon 64bit x86 Server(s) [or (it's equivalent / higher) computational power on any other architecture] at DRC.
 - j) Environments to be used for databases shall be installed with latest & compatible Linux Operating system which is certified for running Enterprise Class databases on the supplied hardware infrastructure.
 - k) SAN, Network and other necessary configurations as required for each environment. The requirement for SAN and LAN uplink ports should be informed to the bank prior to delivery.
 - l) Installation and Activation of the supplied Hardware and Software Licenses.
 - m) The successful Bidder is required to coordinate with Bank's backup team and perform the necessary configuration in the supplied Container Platform for backup and restoration of Snapshots, Containers, OS file system and Databases.
 - n) The successful Bidder is required to coordinate with Bank's network and storage teams and perform the necessary configuration in the supplied Container Platform for network and storage configuration.
1. The delivery of Licenses for Linux Operating System and container platform i.e. Generation of software license keys, should be done only after receiving confirmation from Bank subsequent to the delivery of the Hardware Infrastructure.
 2. Remote Connection from outside of Bank's network will not be allowed at any point of time.
 3. Open Internet access to or from the supplied Servers will not be allowed, however restricted Internet access for specified Servers may be allowed as per bank's policy.
 4. The successful bidder shall ensure that all hardware and software are delivered in the name of Central Bank of India.
 5. During the installation, the successful bidder shall check physical availability of items as per the bill of material. If any of the items are not delivered / not as per the specification / are damaged etc., the successful bidder's representative/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered. The Successful bidder shall have to arrange for all testing equipment and tools required for installation, maintenance, and arrange the vehicle for transport at no additional cost to the Bank.

6. In case damage of the property owned / leased by the Bank during server delivery and installation which is attributable to the successful bidder, successful bidder must replace/repair the damaged property at no cost to the bank.
7. The successful bidder has to perform High Availability testing to ensure that there is no single point of failure in the supplied Hardware components & platform.
8. The successful bidder has to perform the hardening of OS and Container Platform along with DevSecOps Tools as per industry best practice and Bank's policies.
9. The Successful bidder shall ensure compatibility of the Software Components with the supplied Hardware Infrastructure.
10. The Successful bidder is required to provide SAN & LAN cables for connectivity of the supplied Hardware in redundant mode with SAN LIUs and Top of Rack Switches of Bank.
11. The Successful bidder is required to carry out structured SAN and LAN cabling for supplied hardware and required tagging for successful deployment of the Hardware Infrastructure.
12. The successful bidder needs to perform the necessary firmware up gradation / rollback, patching and bug-fixes of server during the contract period without any additional cost to bank.
13. The Successful bidder is required to provide necessary pre-requisites to the Bank at least two (02)weeks prior to product delivery for smooth installation of the Hardware Infrastructure.
14. The successful bidder is required to configure and follow OEM's Best practice and set all system parameters required for server performance.
15. The successful bidder has to ensure that hardware and the Operating Systems have been installed as per the scope of work. The Bank will give Hardware installation sign off only when all the activities related to Hardware and OS installation has been performed as per the scope of work mentioned in the RFP document.
16. Bank will provide the details like mount points, I/O, file system, SAN storage space required etc. to the successful bidder for configuring them in Production, Non-Production at DC and DRC environments.

Responsibility matrix:

For the delivery, implementation and management of the supplied platform at DC and DRC:

S.No.	Activity	Responsibility	Performed by	Remarks
1.	Delivery of Hardware, Platform, DevSecOps Tools & Softwares	Bidder	Bidder	The successful Bidder will deliver the required hardware, software and Licenses.
2.	Installation, configuration and operationalization of hardware Platform, DevSecOps Tools & Softwares	Bidder	OEM	OEM will do the installation, configuration and operationalization of the supplied hardware and software.
3.	Handover	Bidder	Bidder	The successful Bidder will complete the Scope of Work and prepare the handover documentation which shall include all proactive and re-active support for the server infrastructure, Platform, DevSecOps Tools & Softwares and their periodic maintenance activities. As part of the hand over the Bidder and OEM needs to provide the necessary hand holding and training to bank officials and Bank's system integrator. All relevant hard copy of training material needs to be provided as well.

7.2.2 Kubernetes Based Container Platform

Container Solution Specifications:

- The successful bidder is required to Supply, Install, configure, re-configure End-to-End DevSecOps Platform and tools along with Container Orchestration Layer on the supplied Hardware.
- For any change in architecture the required re-installation and re-configuration should be carried out by the successful bidder without any additional cost to the bank.
- The successful bidder should ensure back to back OEM support for DevSecOps Platform tools and Kubernetes workloads hosted on the supplied Hardware Infrastructure.
- Open source software component will not be considered in the solution. All Components should be with Enterprise License and OEM's Support.
- Container Platform should have the capability to apply consistent policies such as access policy, registry policy, deny all, Ports network policy, whitelisting/blacklisting and also custom policies to all of clusters and namespaces across On-Premise and public clouds deployments.

- F. Container Platform should be able to inspect/deploy all Kubernetes cluster centrally.
- G. Container Platform should provide a dashboard for Lifecycle Management of all Kubernetes clusters.
- H. Container Platform must provide the ability to apply security policies and storage limits to a group of virtual machines and Kubernetes clusters that represent an application, rather than to all of the VMs and clusters individually.
- I. Container Platform should provide Management Portal providing visibility into Container workloads with automated policy management.
- J. Container Platform should be capable of maintaining application cluster up to date with the latest release version of container-orchestration layer.
- K. Container Platform should have integrated service mesh solution Eg. ISTIO for managing and controlling micro services.
- L. Container Platform should implement various Kubernetes API features like 'Network Policy', 'Ingress' and 'Load Balancer' constructs to support Distributed Firewalling, Pod level micro-segmentation and access to Service.
- M. Container Platform should support Container/Pod to host connectivity in cases where one needs to access a Database which is not yet Containerized and is outside Kubernetes Cluster.
- N. Container Platform should support both logical networks based on VxLAN and also traditional VLAN based network.
- O. Container Platform should Support policy-based replication of images across geo-location to ensure no data-loss in case of site-level failures.
- P. The proposed Solution must support Native Container Orchestration Solution.
- Q. Proposed Container platform should be compatible to run on any Public Cloud platform.

Platform Requirements:

The Platform must have the following features including but not limited to:

- i. Redundancy and High availability of containers.
- ii. Auto Scale up or Scale down of containers and to spread application load evenly across host infrastructure.
- iii. Move containers from one host to another if there is a shortage of resources in a host, or if a host is not alive.
- iv. Capability of online allocation of resources between containers.
- v. Load balancing of service discovery between containers
- vi. Capability to integrate with external load balancer and Monitor health of containers and hosts.
- vii. Support application containerization with / without access to source code of the application
- viii. Containerization should be platform agnostic i.e. Public Cloud Ready Container, in case in future if Bank wants to deploy its applications in Public Cloud it should be supported without extra cost to bank.

The Platform additionally should also:

1. Be architected to be fault tolerant and ensure cascading failures do not occur.
2. Be cloud-ready to support any future migration to cloud without requiring technical upgrades or customizations.
3. Support graceful exception handling, restart, self-healing or recovery process in the event of transaction or process failure.
4. Support native, hybrid-web, and web apps.
5. Offer isolation to micro services layer from the public facing API gateway layer. Inter-service communication should not take traffic out of the layer in which the services are hosted
6. Provide Open APIs for integrations and conform to REST & SOAP API specifications.
7. Ensure API caching is implemented wherever data refresh frequency is low
8. Ensure dynamic allocation of compute for load agnostic performance experience.
9. Implement horizontal scalability at module/service level to handle required transaction volumes.
10. Guarantee 99.99% availability for the proposed platform.
11. Implement standard optimization techniques (e.g. caching, parallel processing, support standard optimization techniques, etc.)
12. Leverage modern DevSecOps practices for faster and secure deployments of upgrades, patches and release management.
13. Log all administrative activities properly with proper audit trail which should be capable of being used as forensic evidence.
14. Support to work on maker and checker concept in the Management Portal for any addition, deletion, modification requests.
15. Should be capable of and shall be configured to enable self-provisioning of containers.

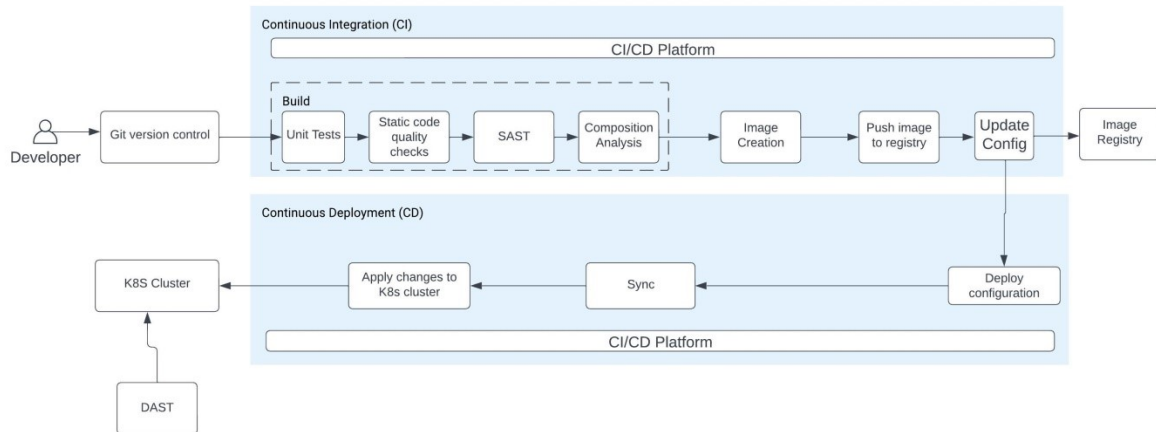
DevSecOps Pipeline

The bidder has to supply, install, implement, integrate, commission and maintain the DevSecOps Pipeline along with Enterprise License and OEM support.

The DevSecOps Pipeline must have the following features including but not limited to:

1. Maintain code base of each microservice as a separate code repository, with best practices such as branches, tagging etc.
2. Ensure all deployments across environments (development, SIT, UAT, pre-production, production) are directed through robust DevSecOps Tools following stage-gated quality controls:
 - a. DevSecOps Pipeline should cover all stages of development and operations including plan, code, build, test, release, deploy, operate and monitor.
 - b. DevSecOps Pipeline should have automation tools to enable continuous planning, continuous development, continuous integration, continuous deployment, continuous testing, continuous monitoring etc.

The DevSecOps Tools development & deployment cycle is illustrated as under:



The Successful bidder should perform the following activities including but not limited to:

1. Setup all tools and software required to enable above DevSecOps Pipeline requirements including source code management, code review, code analysis, continuous build and deployment automation, release base management, automated testing, quality dashboard, backlog planning, log management, performance testing etc.
2. Ensure usage of canary and blue-green deployment strategy depending on the scope.
3. If downtime is unavoidable, downtime requirements and Low Level Plan of Action is to be submitted to the bank as pre-requisite for any downtime.

Once the DevSecOps Pipeline is implemented, it should support the following:

- i Development of software applications using Agile as well as Waterfall project management methodology.
- ii Deployment on traditional hardware, VM based and Container (Kubernetes) based architecture.
- iii Deployment of application architectures based on Monolith, SOA based as well as Micro services.
- iv Development using multiple technologies i.e. Java, Spring Boot, .NET Framework, .NET Core, NodeJs, Python etc.
- v Implementation of DevSecOps Pipeline with CI/CD tools should be in line with DevSecOps Maturity Model advance stage.
- vi The Planning tool must provide following functionalities along with project planning:

1. Task Management
2. Team collaboration
3. Resource Management
4. Time & Budget Tracking
5. Project dashboard
6. Document & Project file generation

CI / CD Tools

The bidder has to supply, install, implement, integrate, commission and maintain the following Continuous Integration/ Continuous Deployment Tools with Enterprise License and OEM Support.

All tools must be hosted on premises. Cloud based, SAS based or Internet based tools will not be allowed.

The proposed tools should have the below mentioned mandatory features including but not limited to:

1) CI / CD Pipeline Tool:

- I. Pipeline maintenance - Creation and management of pipelines with visual representation of build execution, test execution, deployment status, errors monitoring, etc.
- II. Version control integration - Integration with popular source code versioning tools to automate build, test and deployment of code changes after they are committed(as per deployment stage gates)
- III. Automation of build and tests - Automate build and test of code changes in isolated environment to ensure that the changes are free of errors and meet the quality standards.
- IV. Scalability & Flexibility: The CI/CD platform should be able to scale and adapt to the changing needs of the software development process. It should be able to support multiple programming languages, deployment targets, and third-party integrations.
- V. Monitoring & Analytics: Provide insights to builds, tests, deployment success and failures
- VI. Rollback & Recovery: Roll back code changes to a previous version in case of deployment issues. They should also provide mechanisms for disaster recovery and backup.
- VII. Compliance & Governance: Should comply with industry regulations and provide governance features to ensure that the software development process is auditable, traceable and accountable. Access based control for choosing between automated deployment and controlled deployments to secure production environments.
- VIII. Notifications & Alerts: Send notifications and alerts to developers and stakeholders when code changes fail to pass tests or when there are issues with the deployment process.
- IX. Multiple application language support - Support for multiple programming languages for build and test.

2) Code Quality Analysis:

- I. Code analysis: The ability to analyze source code for issues such as bugs, vulnerabilities, and code smells. This can include static code analysis, dynamic code analysis, and/or code reviews.
- II. Code of wide range of programming languages and frameworks must be analysed including but not limited to Java, JavaScript, Kotlin, PHP, ASP.NET, Python, Swift, C#, Ruby, SQL, PL/SQL, C, C++, VC++, VB.NET, vbScript, JScript, Go-Lang, Node.js, React, Angular, Flutter, HTML, CSS, PERL, Shell Scripts etc.
- III. Should have no limit on the number of lines of code analysed.
- IV. Integration with development tools: Integration with popular development tools such as Integrated Development Environments (IDE), build systems and version control systems.
- V. Code refactoring: The ability to suggest and automate code refactoring to improve maintainability and readability.
- VI. Compliance checks: The ability to check code against industry standards and regulatory requirements, such as DPDP, GDPR, OWASP and PCI DSS.
- VII. Security analysis: The ability to analyse code for potential security vulnerabilities, such as SQL injection or cross-site scripting.
- VIII. Integration with CI/CD pipelines: The ability to integrate with CI/CD pipelines to automatically check code quality and prevent deployment of low-quality code.
- IX. Custom rules and policies: The ability to define custom rules and policies to enforce coding standards and best practices.

3) Static application security testing (SAST):

- I. Source code analysis: Perform in-depth analysis of an application source code, to identify security vulnerabilities such as SQL injection, cross-site scripting (XSS), etc.
- II. Integration with development tools: Integration with a variety of development tools, such as IDEs, build tools, and CI/CD pipelines.
- III. Language support: Support for a wide range of programming languages including but not limited to Java, JavaScript, Kotlin, PHP, ASP.NET, Python, Swift, C#, Ruby, SQL, PL/SQL, C, C++, VC++, VB.NET, vbScript, JScript, Go-Lang, Node.js, React, Angular, Flutter, HTML, CSS, PERL, Shell Scripts etc.
- IV. Should have no limit on the number of Checks.
- V. Should have no limit on the number of lines of code scanned.
- VI. Continuous testing: Integration with continuous testing process, allowing security testing to be performed continuously throughout the software development lifecycle.
- VII. Integration with bug tracking systems: Integration with bug tracking systems, to enable developers, managers to track and manage security vulnerabilities just like other bugs/observations.
- VIII. Comprehensive easy to read reports: Generate easy-to-read reports to provide teams with a clear view of the security issues identified, making it easier to prioritize and address them.

4) Dynamic application security testing (DAST):

- I. Integration with CI/CD platform
- II. Scheduled execution of security tests
- III. Identification and resolution of security issues in the development cycle
- IV. Should have no limit on the number of Checks.
- V. Interactive dashboard with vulnerability analysis.
- VI. Comprehensive easy to read reports: Generate easy-to-read reports to provide teams with a clear view of the security issues identified, making it easier to prioritize and address them.

5) Composition Analysis:

- I. Code quality analysis to identify non-compliant Open source packages.
- II. Open source software version control

6) Container Security:

- I. Image scanning.
- II. Runtime security.
- III. Threat detection and vulnerability scanning.
- IV. Network security.
- V. Incident response and forensics.
- VI. Compliance.
- VII. Integration with DevSecOps and security information and event management (SIEM) tools.

7) Enterprise wide Image Registry:

- I. Repository for storage of Container / other Images at a single point.
- II. Common access point for pulling images accross the enterprise.
- III. Automated replication across geographically diverse datacentres,
- IV. Enterprise wide Active Directory authentication.
- V. Support for multiple authentication systems.
- VI. Fine grain access control.
- VII. Role-based access control management (RBAC) for local images.
- VIII. Automated build triggers.
- IX. Deep Vulnerability Scanning of Images to increase security.
- X. Integration with other Vulnerability Scanning tools.
- XI. Public, Private and Hybrid cloud environments must be supported.
- XII. External Storages and Databases must be supported

8) Artifactory:

- I. Repository manager for all binaries and libraries.
- II. Dependency resolution.
- III. Integration with CI/CD platforms.

9) Agile Project Management:

- I. Management of backlogs.
- II. Issue & Bug Tracking.
- III. Defect Management.
- IV. Integrated authorisation and authentication with enterprise wide AD.
- V. Plugins for commenting on charts and calendars
- VI. Configurable metrics & dashboards
- VII. Search/Tagging
- VIII. Notifications

10) Documentation:

- I. Editor for collaborative documentation
- II. Commenting
- III. Built-in plugins
- IV. Management of Software Versions
- V. Permissions
- VI. Search/Tagging
- VII. Notifications
- VIII. Built-in templates to manage and create material using spaces, pages and blogs
- IX. Seamless integration with other project management tools
- IX. Integrated authorisation and authentication with enterprise wide AD.

11) Git Based Version Control:

- I. On-premises repository powered by Git.
- II. Should be able to store different code versions.
- III. Creation of branches, and merging them back into the main branch, post modifications.
- IV. Change Monitoring.
- V. Conflict-prevention using file locking.
- VI. Allow for internal sourcing and reuse.
- VII. Support for developers' local copy access.

12) Test Management Tool:

- I. Comprehensive test planning, execution support
- II. Collaborative platform to author and review test cases
- III. Support for updating test execution status of automation and manual testing
- IV. Comprehensive traceability matrix of (user story->test cases->test case execution)
- V. Comprehensive support for organising test cases in folders
- VI. Comprehensive reports (test execution progress, defect report, traceability matrix etc.)

The above mentioned tools along with Enterprises Licenses and OEM Support should be provided as a part of the solution for the entire duration of the contract period. Community Edition / Open License should not be provided.

General Specifications:

- I. Integrate the tools and platform discussed in the above sections with Bank's AD based SSO as per bank's requirement. Also integrate with Bank's email system, SMS system and Team Collaboration & Communication Apps for sending notifications. Details of AD, E-mail, SMS system etc. will be shared with the successful bidder.
- II. The platform should integrate with Bank's cyber security Solutions as given below:
 - i. Security Operation Centre (SOC),
 - ii. SOAR
 - iii. Preventive Identity Management (PIM),
 - iv. Security Incident Event Management (SIEM),
 - v. Digital Centre Security (DCS),
 - vi. Antivirus, Antimalware, Data Loss Prevention (DLP),
 - vii. Anti-Advanced Persistent Threat (Anti-APT),
 - viii. Endpoint Detection and Response (EDR) etc. to meet security and compliance requirements as and when required.
 - ix. Database Access Monitoring (DAM) solution,
 - x. Network Time Protocol (NTP) Server.
- III. Details of cyber security tools will be shared with the successful bidder.
- IV. The Kubernetes Platform should comply with industry standards ISO 27001, ISO 22301, PCI-DSS and FIPS.
- V. The above tools and services need to be deployed at 3 environments i.e. DC (Non - Production), DC (Production) & DR (Production).

The platform should be able to provide a common comprehensive reporting dashboard as part of "continuous measurement" to enable the Bank to monitor the adoption and implementation of Bank's enterprise application (eg. CBS, Internet Banking, Mobile Banking, API Gateway, FI Gateway, CKYC, eKYC, DMS etc.) as well as any new application should be integrated with DevSecOps Tools for various activities under pipeline viz. version control, security practices, build, testing, deployment, monitoring etc.

Image Registry

The Bidder shall setup an on premises private image registry to allow secure access to resources / images directly from the installed Container Platform. (Internet access will not be provided on the server.) A staging server should be setup to in order to access public image registry in order to explore images from the community and verified publishers. Enterprise License and OEM's Support is mandatory for Image registry and CNI layer.

OEM of container solution provider must provide enterprise supported and signed images for components including but not limited to Kubernetes, image registry, CNI, ingress controller, Load balancer etc.

Training

Provide training to Bank team for DevSecOps Tools & Container Management Administration.

- a) Bidder must arrange training on the listed items by their own or through their partner. The mode of the training will be physical and venue will at Banks' identified location preferably at Mumbai.
- b) Training duration should be tentatively three weeks.
- c) If bidder is arranging training with their partner, the whole responsibility will be of the Bidder only. The bank may, at its discretion arrange the training location. Arrangement of Training and logistics of trainer at such instance will be made by the bidder without any cost to the Bank.
- d) Arrange training for Container Management Administration & all DevSecOps Tools.
- e) Trainer should have 3+ years of experience in relevant fields.

7.2.3 Facility Management Services

Bidder should provide on-site support to the Bank for Administration, maintenance & support of the End-to-End Solution for the entire contract period. Below are general guidelines for the onsite resources.

- 1) The bidder to Deploy Project Manager, Account Support Manager and Technical Account Manager who will be working with Bank's IT Team on day to day basis for hardware and software implementation.
- 2) Role of Project Manager - Project Manager will be overall responsible for management of Private Cloud Project. Project Manager should be trained and certified on the hardware and the software solutions proposed by the bidder and should have at least seven years of experience in relevant field.
- 3) Role of Technical Account Manager - Technical Account Manager (TAM) will provide remote proactive services such as Support Planning and Review and Support-activity reporting services as set forth in the SOW.
- 4) The FMS team will be responsible for the complete end-to-end project management, installation, re-installation, configuration, re-configuration, implementation, integration, monitoring, patch management, VA/PT closure and troubleshooting of all the components supplied by the successful bidder including but not limited to the hardware infrastructure, all supplied software, Container Platform as well as DevSecOps Tools during the contract period of 5 years.
- 5) Two FMS engineers are to be deployed in each shift on 24x7 basis, onsite at Bank's Premises at Navi Mumbai.
- 6) Resource quantity may be increased or decreased by the Bank any time during the contract period based on quoted rates.
- 7) Facility management Support team shall publish reports to the Bank team/management as per defined frequency but minimum twice in a day regarding real time factual status of all IT assets and uptime of the solution as per Service Level Agreement.
- 8) Submission of periodical reports on the performance of the proposed Solution and its reviews. Preparation and submission of other MIS related work assigned by the Bank.
- 9) Redesigning of the solution for optimal output of the solution in interest of the Bank.
- 10) Defining crisis management and emergency response procedures.

- 11) Installing and testing the Firmware, OS, Container Platform and Software Tool patches and upgrades in the test and productions environment as and when patches are released by OEM.
- 12) The Bidder shall be responsible for providing the timely resolution of any issues in Hardware Infrastructure, Container Platform, Enterprise Operating System and DevSecOps Tools related issues raised by the Bank.
- 13) The bidder has to ensure that the support from respective OEM is provided for infrastructure expansion, upgrade and re-configuration of proposed solution during the period of contract without any extra cost to bank.
- 14) The bidder will also provide suitable on-site technical staff to supplement the efforts of the onsite support resources during emergencies / contingencies, which might impact the systems and services, covered under this scope.
- 15) The bidder shall provide backup resources in case any of the project member avails leave. However, the bidder's service delivery team will be entirely responsible for team deployment, SLA monitoring, task delegation, workload distribution and team size.
- 16) In case of exigency, support arrangements should be available during off-hours as a part of the crisis / incident management process.
- 17) The Bank may reduce/increase the manpower requirements during the project duration if workloads reduce/increases due to any reason.
- 18) Post implementation - Transition plan, takeover process from project team and coordination with all the stakeholders should be performed by the FMS Team.
- 19) FMS Team shall ensure patching & hardening for all servers, and get the same cleared from the Information Security Cell /SOC of the Bank.
- 20) The FMS team has to prepare a patching calendar as per the frequency of the patch released by the OEM team and share the same with the bank team.
- 21) During the contract, the bidder and the FMS Team shall at all the times comply with & abide by the security policy of the bank, as the same may be applicable to or in respect of the works and the provisions of the contract.
- 22) Confidentiality of the infrastructure & Application setup, configurations and any related details shall not be disclosed by the vendor to any third parties or persons (except to bidder's own employees and that too only on need to know basis).
- 23) FMS Team will follow and comply with the procedures and policies, applicable to the scope of work mentioned above, as per Bank's policies from time to time and also extend full cooperation to the auditors designated by the Bank.
- 24) The FMS Team must obtain permission from the Bank prior to any correspondence with external entities pertaining to any point mentioned in the scope of work above.
- 25) Depending on the sensitivity and criticality of the services or data provided, the Bank will consider commissioning or requesting a review of the bidder's internal control structure for ensuring that any confidential/restricted/internal information of the Bank is maintained securely. The vendor will assist and cooperate with the Bank auditors in a way as they are expected to assist and cooperate with their audit.
- 26) All the onsite FMS resources deputed at the bank should have a Background verification report. The bidder needs to submit the Background Verification report of FMS resources along with all documents at the time of joining the onsite FMS team
- 27) Bank at its discretion can terminate the FMS contract in whole or as part thereof with the bidder and discontinue the same without citing any reason by giving 90 days' notice and applicable amount shall be paid on a pro-rata basis for the services rendered.
- 28) Facility Management services will start from the date of Go Live.
- 29) The deputed personnel should abide by timings of the Bank.

- 30) The deputed personnel should be prepared to work for extended hours in case of need.
- 31) The team is required to attend three shifts per day on 24/7 basis.
- 32) The team is required to attend shifts on holidays/ off days / night shifts also.
- 33) The Contact Details & Contact Number of the members of the on-site team should be provided to the Bank.
- 34) The on-site team member shall not be changed without prior approval from the Bank without adequate notice (minimum two months) and suitable replacement.
- 35) Absence of any resource must be complemented with an equally skilled resource.
- 36) The bidder must ensure relevant notice as mentioned by the Bank with proper handover for any change of manpower pertaining to project manager profile.
- 37) If the FMS Team member is found to be not qualified / suitable / his performance is not satisfactory, the bidder will have to replace the engineer within 30 days of written communication from the Bank regarding the same.
- 38) The Bidder has to provide complete support for end-to-end installation, implementation and maintenance of the proposed solution during the project tenure and bidder will be responsible for attending complaints.
- 39) The Support should include advising & helping the bank in implementing controls for the risk advised by bank information security dept./regulators/Govt of India.
- 40) Support has to cover to solve day-to-day issue while using the proposed solution in Bank's environment like resolving the issues related to incident, security threat, signature/Pattern updates, daily updates, product related issues and any other issues as per SOW/SLA at no extra cost.
- 41) The bidder shall be responsible for providing resolution of issues and implementation of the same. If the issue requires OEMs intervention, bidder has to take up with the OEM, obtain the solution and implement it for the resolution of the issue.
- 42) Attendance of the team members will be captured in bank's musters at the start of each shift and FMS charges will be calculated accordingly on monthly basis.
- 43) Escalation process shall be defined and be in place for unresolved issues.
- 44) The FMS Team should be well trained to effectively handle queries raised by the Bank.
- 45) The Bidder will be responsible for development and deployment of software changes in the proposed solution without any additional cost to the Bank.
- 46) Current and future requirements / customisations required by the bank will be developed and deployed by the bidder without additional cost.
- 47) Bank will not bear any cost for change request or change management for the entire duration of the contract period.
- 48) Bank reserves the right to interview the FM personnel including Team Lead intended to be deployed and if not found suitable may reject them.

Resource Profile:

Role: DevSecOps Tools & Container Platform Administrator

Resources required: 6 L2 FMS Resources

Experience: 2+ years of experience in the relevant field

Education: Any Graduate with adequate knowledge about proposed tools and solutions under this RFP

Requisite Technical Skills:

- Deep understanding of Cloud computing environment
- Deep knowledge and experience of DevSecOps Tools
- Experience in support of distributed applications (i.e., having an architectural sense for ensuring availability, reliability, etc.)
- Experience with Container platforms and Cloud Services
- Experience with monitoring tools and dashboards.
- Understanding of Authentication and Authorization of the applications using AD and / or OAuth
- Understanding of micro-service architecture and REST APIs
- Good debugging skills

The onsite resource to be deployed shall be interviewed by Bank/Bank's designated officials to assess their knowledge level by way of personal interaction and/or written paper for ensuring the quality of onsite technical support. The resource shall be deployed only after confirmation by the Bank

Preferred Technical Skills:

- Experience in administrating Kubernetes based container platforms.
- Experience in implementation and administration of DevSecOps Pipeline and tools.

Preferred Certifications:

- Certified Kubernetes Administrator
- Certification on DevSecOps Tools Administration

Key Responsibilities:

The main responsibility will be to configure, re-configure, monitor and maintain DevSecOps Tools & Container orchestration platform based on Bank's requirements, and performing & managing backups and patching across the environments. Following are some of the key activities performed by the resource:

- Hardware & Inventory Management, Troubleshooting, Call logging and Follow up with OEMs for the supplied systems.
- Server Administration, Health Monitoring of Servers & Maintenance of daily checklist in the format provided by the bank.
- Apply patches, new releases, upgrades and fixes for the Hardware Infrastructure, Platform and tools supplied as part of this tender. These activities are to be carried out during non-business hours after obtaining prior approval from the bank.
- Application Management, Troubleshooting of Systems and Applications, Patching, Firmware and version up-gradation.
- Deploy, Administer, maintain, manage, troubleshoot and monitor Kubernetes workloads on the Container Platform.
- Install, configure and maintain all tools of DevSecOps Tools in Physical or Virtual environment, as decided by the Bank.
- FMS Team shall follow up and coordinate with OEM/ other support vendors for patch deployment.

- Root Cause Analysis (RCA) of the incidents and reporting of Security incidents.
- Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the services/Operations and should be updated whenever there is any change or addition is made.
- The FMS team shall optimize existing processes and recommend changes for optimal functioning of Solution, in-tune with best practices and audit compliance.
- Quality service delivery to match the uptime / SLA.
- Facility management is required for 24*7 on site.
- SLA Maintenance / Management, monthly Uptime reports, utilization reports & interface utilization / reporting of all the devices.
- Provide support on various issues like performance bottlenecks, health check- up, resolution of any complex operational or performance or security issue, migration from an existing Closed Source / Commercial/ Proprietary/ other OSS Technology or software to the DevSecOps tools.
- Administration, management and monitoring of Integrated Centralized DevSecOps Tools.
- Coordinate with all the teams for follow-up for open tickets & activities.
- Resolving technical issues & lodge tickets with OEM and follow-up for pending calls.
- Identify and implement best practices / configurations on solutions under their purview.
- Responsible to resolve security concerns, OSS vulnerabilities, VAPT, maintenance of security policy in systems (SCD configuration), OSS hardening from time to time, as decided by the Bank.
- Perform periodic preventive health check / version upgrades for solutions under their purview.
- Identify and implement best practices / configurations on servers, databases, and other components under their purview.
- Providing service metrics to help assess how effective Bank's operations are running.
- Provide support to older versions of the OSS in case the Bank chooses not to upgrade to latest version.
- Support and co-ordinate with the respective teams to onboard, legacy as well as new-age applications or services onto the Container Platform and DevSecOps Tools.
- Assist the Application teams to deploy their application & related infrastructure configuration to Development, SIT, UAT, Staging, pre-Production & Production environments, as applicable.
- Assist in requests from projects for troubleshooting of DevSecOps tools.
- Performing DC and DR Drill on periodic basis for the supplied solution i.e. Hardware Infrastructure, Container Platform, Enterprise OS & DevSecOps Tools as per Bank's requirement.
- Inventory details to be maintained by FMS Team having the support and configuration details of the Hardware & Software as per format provided by the bank and should be provided to bank on requirement.
- Compliance to internal and external Audit observations & statutory guidelines.

7.3 Warranty and AMC

1. The BIDDER shall provide three-year comprehensive onsite warranty and two years AMC/ ATS (Total Five Years) for the provided solutions in scope of the RFP, including hardware, software and associated modules and services. The warranty shall start from date of Going-live.
2. The Product including Hardware and Software shall have a roadmap for 5 years from the date of Going-live. The BIDDER shall provide assurance that the provided solutions in scope of the RFP work as per the functional, technical and operational specifications set out in the RFP.
3. The BIDDER shall provide assurance that as and when any problem arises, the same would be rectified immediately by the BIDDER without any additional cost to the Bank.
4. The warranty and AMC of the software shall include all version upgrade, patches/fixes, upgrades, compliance of mandates (legal guidelines of GOI as per Gazette of India, regulatory authorities, RBI, NPCI, etc.) and maintenance support, troubleshooting, performance fine tuning, problem resolution for the OS, database, middleware and the application software for total solution provided by the BIDDER.
5. The warranty and AMC of the hardware shall include preventive maintenance, performance fine tuning, error rectification, replacement of parts for all the hardware components of the total solution provided by the BIDDER.
6. The AMC rates quoted by the BIDDER in the Commercial bid shall be valid for a period three years after expiry of the Five year contract period.
7. Whether to extend the AMC contract after expiry of the tenure of the RFP (ie. 5 Years) shall be at the sole discretion of the Bank.
8. Warranty and AMC support shall be mission critical 24x7 with site engineers for hardware and software. Proactive and preventive measures form a part of the AMC.
9. The Bank reserves the right to terminate the AMC after giving three months' notice.
10. Warranty and AMC shall cover, inter alia, free provision of such spares, parts, kits, software upgrades as and when necessary to ensure that the Equipment's function in a trouble-free manner. The BIDDER shall correct any faults and failures in the Equipment's and shall repair and replace worn out defective parts of the Equipment's on 24x7 basis. In cases where unserviceable parts of the Equipment need replacement on account of product malfunction caused by circumstances not attributable to the Bank, the BIDDER shall replace such parts at no extra cost to Bank with new parts or those equivalent to new parts in performance without any downtime on this account.
11. The proposed Hardware Infrastructure should not be declared end of service life for a minimum of eight years from the date of going live. Supporting document to that effect should be provided.
12. If any hardware/ software go out of support/ End of life/ sunset during the warranty/ AMC period, the same would be replaced by the next version of software/hardware without any cost to the Bank. Also, hardware/software replacements shall be done in a planned manner to ensure that no downtime is required on this account.
13. The BIDDER warrants that the services provided under the contract shall be as per the Service Level Requirement specified in this RFP. The Bank shall notify the BIDDER in writing of any claims arising under this warranty. Upon receipt of such notice, the BIDDER shall with all reasonable speed, repair/replace/reconfigure/re-provision the defective equipment or service, without prejudice to any other rights, which the Bank may have against the BIDDER under the contract.
14. If the BIDDER, having been notified, fails to remedy the defect(s) within a reasonable period

as per the terms and conditions of this RFP, the Bank may proceed to take such remedial action as may be necessary at the BIDDERS's risk and expense and without prejudice to any other rights, which the Bank may have against the BIDDER under the contract.

15. The BIDDER guarantees that all the software supplied by the BIDDER is licensed and legally obtained.
16. The BIDDER shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer.
17. The BIDDER must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period BIDDER shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the Bank.
18. Warranty shall not become void if the Bank buys any other supplemental hardware from a third party and install it with these equipment's. However, the warranty would not apply to such hardware items installed.
19. The same maintenance standards specified for warranty period is applicable during the AMC period as well.
20. If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no charges to the Bank, during the currency of warranty or AMC period.
21. The AMC charges provided by the BIDDER in the Commercial bid cover the cost of hardware, operating system software, database, application software etc. The AMC of the software includes all patches, future Version and other upgrades, compliance of mandates (of Regulatory Authorities, RBI, NPCI etc.) and other relevant standards, and maintenance support for the OS, database and the applications. The payment would be made quarterly in arrears. Any deviation from the proposed payment terms would not be accepted. The 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 the Bank.

7.4 Monitoring and Management

- i. **Configuration management.** The successful bidder must ensure that all supplied & installed infrastructure & solutions are updated with the latest configuration and both the sites (DC, Near Site & DR) have consistent configuration.
- ii. **Patch Management** - The successful bidder must ensure that all supplied & installed infrastructure & solutions are updated with patches as and when they are released after due testing. Critical patches should be applied immediately as per Bank Policy.
- iii. **Service Level Management, Service reporting-** Maintain the service levels as per the RFP and provide a periodic report to the Bank assessing all device performance under the scope of RFP against the Service Levels. Service Levels will include Availability measurements and Performance parameters (Utilization of CPU, RAM, storage, TPS, performance, uptime/downtime etc.)
- iv. **Change Management.** The successful bidder must ensure that all supplied & installed infrastructure & solutions related changes are properly updated and recorded with version controlling and to have consistent setup both the sites (DC, Near Site & DR).
- v. **Operation Management** - Successful bidder should monitor measures, evaluates, and records status and performance information about all the equipment and software brought in by the bidder to aid in performance monitoring and tuning of the environment.

Performance metrics should include utilization, throughput and other critical system needs. The successful bidder shall implement proactive procedures to address trends identified from performance and monitoring data. The successful bidder should provide standard reports that are to be provided to designated Bank personnel.

- vi. Successful bidder shall fix any security findings/vulnerabilities identified by various security agencies hired/consulted by the Bank without any additional cost during the contract period. Further, if the security observation(s) cannot be closed by applying updates/patches/fixes/upgrades to the supplied equipment and replacement is the only option to close the observation(s), then the successful bidder has to replace the device(s) with device meeting all the specifications of the RFP at no extra cost to the Bank. However, the Bank reserves the right to waive off the hardware replacement depending on the type of vulnerability and its associated risk.
- vii. **End of Sales / End of support:** The Bidder has to ensure that any solution/equipment supplied as part of this RFP should not have either reached or announced 'End of Sales' (1 years from last date of submission of Bid.) or end of support for at least 5 years from the date of issue of purchase order. In the event if any equipment supplied by the bidder reaches end of support, within the 5 years period from the date of supply, the bidder has to replace the equipment with devices having equivalent or upgraded specification, at no additional cost to the Bank or revamp the entire solution (if required).
- viii. The **Solution** including Application & Hardware shall have a roadmap for 5 years from the Project Sign Off date. A certificate to this effect had been provided by the bidder and in Annexure 24.
- ix. Bank reserves a right to extend the AMC, ATS, Subscription and FMS for the Hardware Infrastructure, Kubernetes based Container Platform, DevSecOps Tools for 2 more years i.e. 6th and 7th year at the quoted rates of the last year i.e. 5th year.
- x. The bidder shall provide mission critical support for both hardware and software for software solution. The mission critical support includes 24x7 support with site engineers for hardware and software.
- xi. The bidder shall designate a Project Manager having minimum 10 years of work experience in the same field stationed at Mumbai / Navi Mumbai for entire contract period.
- xii. **Incident Management -**
The bidder shall establish robust Incident Management process including:
 - Provide 24 x 7 support for incident management
 - Provide automated fault detection and resolution
 - System to do automatic dispatching to avoid delays and Automated messages to Field / Support Engineers
 - System to provide for automatic escalation in case of problem not getting resolved
 - Do proactive maintenance of all devices
 - Analyse machine performance and suggest improvement
- xiii. **Service desk**
 - Providing technical assistance for logging, troubleshooting and managing the service requests
 - Monitoring, alerting, troubleshooting and resolution of incidents/ problems
 - Monitoring and alerting on the health of the software and hardware Infrastructure such as Servers, Storage, HSM, Network etc.
- xiv. **Information protection**
 - Backup, storage and restoration of data related to the software and hardware Infrastructure and associated services, in a secure and reliable manner

- Backup, storage and restoration of configuration data for the associated infrastructure
 - Backup, storage and restoration of any mission critical data related to associated services
 - Backup, storage and restoration to enable the Bank to achieve regulatory compliance and as per BANK ISMS & BCMS Policies, RBI, NCIIPC (National Critical Information Infrastructure Protection Centre), NPCI guidelines.
- xv. **Business Continuity/ Disaster Recovery**
- Implementing and maintaining BCP and the DR readiness (including data replication), in order to meet the Bank's RTO and RPO Objective.
 - Replication of data between the primary and the DR site from the disaster recovery perspective.
- xvi. **Compliance and assurance**
- Assisting the Bank in attaining and ensuring on- going compliance to various regulatory and data security/ privacy requirements
 - Addressing relevant threats/ risks identified in a proactive manner and through audit observations
 - Providing analysis and MIS for Switch and associated services related data, to demonstrate audit readiness and adherence to the agreed service levels.
 - For all existing applications, BIDDER shall submit Data Dictionary (wherever feasible) as a part of System documentations.
 - Shall submit within 10 days from signing of this Agreement, an Application Integrity Statement from application system vendor providing reasonable level of assurance about the application being free of malware at the time of sale, free of any obvious bugs and free of any covert channels in the code
 - Compliance to Bank IS policy and other related policy, adherence to Bank Minimum Baseline security requirement, adherence to Quarterly VAPT requirement
 - Adherence to NPCI requirement for App certification/ re-certification / new functionality launching,
 - Bidder should ensure that audit observations by Bank's Internal and External Auditors are closed in a time bound manner.
 - Closing audit observations for compliance to various secure code review audit, App-sec audit, configuration audit, VA audit or any other Audit requirement raised by NPCI within the timeline given.
 - Various Regulatory requirements such as Device Binding, SIM binding, unsecured Wi-Fi restriction, Encryption etc.

7.5 Disaster Recovery Mechanism

The proposed system must be capable of and compatible for Disaster Recovery Implementation with Recovery Point Objective (RPO) - 0 minutes and Recovery Time Objective (RTO) - 90 minutes. The successful bidder should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery. The bidder needs to submit the technical architecture relating to data replication between primary and secondary site. Proper Backup policy should be considered in implementation plan.

The bidder needs to submit the technical architecture relating to data replication between primary and secondary site. Bank also has made provisos of Near Site for, achieving zero / near zero RPO. Bidder will have to design solution to achieve Zero RPO and provision the equipment to be deployed at Near Site.

7.6 Mandatory Training/ Knowledge Transfer

The Bidder will provide adequate and effective administration training to bank's identified officials on the proposed Hardware Infrastructure; Kubernetes based Container Platform and DevSecOps Tools. Bidder should provide minimum 2 set of 5-day Training/Knowledge Transfer to Bank and Bank's associated vendor. Before start of training the Course Contents to be provided in Soft/ Hard copy.

The bidder shall keep the Bank's technology team updated at all the stages of the installation and implementation. The SI shall provide training to Bank's Technology team on system fundamentals, operating systems, container platform, DevSecOps tools, application software, etc. Bidder shall also train no fault diagnosis and first line support. The training shall enable the Bank's software staff to maintain all software related services with minimal support from the SI.

Bidder shall provide training to various target groups consisting of sysadmin team, operations team, call center executives etc. training infrastructure shall be provided by the Bank including location. The functional and technical training for core team shall be for duration on part/full time basis and commence within a week from the "Project Start Date". The duration of the training has to be agreed with the Bank. Bidder shall also provide training study material for each program in softy copy Training shall cover following operational aspects:

1. Basics of installing the products
2. Basics of technical infrastructure used by the products
3. Module-wise functionality and configuration
4. User interface to products
5. Business related components/ functionality of product
6. Detailed mentor/procedure of configuring product for business needs
7. Day-to-day operating/processing using products
8. Monitoring of devices, transactions, process, ports etc.
9. Advanced trouble shooting techniques
10. Reporting and data retrieval
11. Any other relevant areas

For each product, the training shall cover following technical aspects:

1. Installation of product in detail
2. Technical components and infrastructure of products in detail
3. Product configuration
4. Technology used in development, testing
5. SDK and customization methods

6. Advanced troubleshooting techniques
7. System Integration
8. Impact analysis
9. Any other relevant areas

7.7 Maintenance Support

The Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as prescribed in the Service Level Agreement (SLA). Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training. During the AMC period, all upgrades should be free. All regulatory / statutory changes should be done without any additional cost to the Bank.

8. Project Timeline

The successful Bidder is expected to adhere to the following timelines concerning the implementation of the solutions/services in bank:

Sr. No	Activity	Time Period for Completion	Deliverables
1	Delivery of Hardware	10 Weeks from the date of Acceptance of PO	Delivery of Hardware Infrastructure at Bank's DC & DRC.
2	Delivery of Software	2 Weeks from the date of Hardware Delivery Acceptance by the Bank	Delivery of Software (Application, Platform, OS, DevSecOps Tools, Tools etc.) & Licenses are to be done after delivery of Hardware and only after obtaining confirmation from the Bank.
3	Installation of Hardware	4 Weeks from the date of H/W Delivery Acceptance by the Bank	Installation of all the related Hardware items delivered along with System software installation.
4	Installation of Container Platform	4 Weeks from the date of Hardware Installation Signoff by the Bank	Installation of Software (Application, Platform etc.) Installation of latest versions and patches. Activation of Licences only after obtaining confirmation from the Bank
5	Installation of DevSecOps Tools and Tools	2 Weeks from the date of Platform Installation Signoff by the Bank	Installation of Software (DevSecOps Tools, Tools etc.) Activation of Licences only after obtaining confirmation from the Bank

Sr. No	Activity	Time Period for Completion	Deliverables
6	Facility Management Support	2 Weeks from the date of Platform Installation Signoff by the Bank	FMS will start only after obtaining confirmation from the Bank.

Acceptance Test shall be carried out on the servers/equipment/software jointly by the Bank and the bidder, after the installation is completed. The Acceptance Test shall be deemed to be complete only on issuance of the 'Acceptance Certificate' by the Bank to the bidder. It is the responsibility of the bidder to remediate any deficiency identified in the performance of the hardware/ equipment/ software, as observed during the Acceptance Test within 15 days from the date of reporting by the Bank. This includes replacement of some or all equipment at no additional cost to the Bank, to ensure that the servers/ equipment/ software meet the requirements of the Bank as envisaged in the RFP.

It is the responsibility of the bidder to obtain the sign off of the bank on project related documents including Project plan, Functional Specifications Document, Acceptance test plan, etc. before commencement of the relevant project milestone. The project related documents would be reviewed on a periodic basis in line with the defined project governance mechanism and updated by the bidder in Agreement with the Bank, as and when required.

The Bank, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.

9. Liquidated damage & Penalty

The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedule, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of the successful bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the successful bidder's inability to meet the established delivery dates, and also the bank may take suitable penal actions as deemed fit.

Penalty: The successful bidder shall agree to the penalties structure in accordance with the following:

The Liquidated Damages (LD) shall be 1 % of amount for services or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value. 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.

In this context Bank may exercise both the rights simultaneously or severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard.

In case delay is attributable to Bank, proper evidence should be produced by Bidder.

10. Land Border Sharing Clause

The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020. Bidder should submit the undertaking in Annexure-17 in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

Para 1 of Order (Public Procurement No. 1) dated 23-7-2020 and other relevant provisions are as follows:

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial owner for the purpose of (iii) above will be as under.

1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interests" means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
2. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership or entitlement to more than fifteen per-cent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more

- judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
 5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- iv. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

11. Monitoring & Audit

Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits/Statutory and Regulatory audit performed by or on behalf of the Bank. 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,
- Source code Review ,
- Backup and recovery procedures,
- Network security controls and
- Program change controls.

The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank. For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the Successful bidder. These tools should be a part of the proposed solution.

12. 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 on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition while responding.
- "Cost of Tender Document" may be paid through RTGS (Real Time Gross Settlement) / 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 City, which is non-refundable, must be submitted separately along with RFP response. The RFP response without proof of payment of application money or cost of tender document shall not be considered and shall be rejected, except in case of bidder being MSME as per the exemption applicable to it.
- The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of "final online bid

submission The RFP response without proof of amount paid towards Application Money / Bid Security (Annexure 12) are liable to be rejected.

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.

Registration Process for Bidders

- Open the URL: <https://centralbank.abcprocure.com/EPROC/>
- On Right hand side, Click and save the Manual "Bidder Manual for Bidders to participate on e-tender"
- Register yourself with all the required details properly.
- TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders
- 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 Ms. Geeta: 079 90334460 geeta@auctiontiger.net Ms. Khushboo: 09510813528 khushboo.mehta@eptl.in Ms. Pooja: 09328931942 pooja.shah@eptl.in Ms. Komal: 07904407997

	komal.d@eptl.in Mr Nandan Valera: 9081000427 nandan.v@eptl.in Ms Vrusha Soni: 9904407997 vrusha@eptl.in Mobile Numbers: +91-9904407997 9081000427
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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.abcpurchase.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 bidders 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.

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

Pre-requisites to participate in the Tenders

Registration of Bidders on Electronic Tendering System on Portal of Central Bank of India(CBI) : The Bidders Non Registered in Central Bank of India and interested in participating in the e-Tendering process of Central Bank of India shall be required to enrol on the Electronic Tendering System. To enroll Bidder has to generate User ID and password XXXXX

Registration of New bidders:

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

The Bidders may obtain the necessary information on the process of Enrolment 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>

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 form 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 Authority 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.

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, for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

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.abcprocure.com/EPROC>.

Download of Tender Document

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 /online mode by filling the cost of tender form fee.

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.

Note:

- The Bidders upload a single documents unloadable option.
- 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.
- The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- 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.abcprocure.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 below mentioned numbers.

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

Close for 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 Tender Authority.

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.

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.

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.

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.

13. Integrity Pact

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure- 9 duly stamped for ₹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 schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process.

Bank has appointed Independent External Monitor (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]

Sri Jagdip Narayan Singh [mail: jagadipsingh@yahoo.com]

- For any clarifications/issues, bidders are requested to contact with Bank's personnel in the below mentioned mail-id before contacting with IEM.
smitneo@centralbank.co.in
cmitinfra@centralbank.co.in
cmitinterface@centralbank.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.

14. Commercial Offers

Commercial Bids of only technically qualified Bidders shall be opened on the basis of technical proposal.

The Commercial Offer (CO) should be complete in all respect. It should contain only the price information as per Annexure-2.

- a. The commercial offer should be in compliance with Technical configuration / specifications as per Annexure-13.
- b. The price to be quoted for all individual items and it should be unit price in Indian rupees (INR).
- c. The AMC cost should be minimum 8% of the Hardware Cost.
- d. The ATS cost should be minimum 15% of Software Cost.
- e. In case there is a variation between numbers and words, the value mentioned in words would be considered. The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components 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. 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 the Bank or any new tax introduced by the government will also be paid by the 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. The Bank will not pay any out of pocket expense. The successful 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 the 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.
- f. The price is exclusive of taxes like Goods and Services Tax, which shall be paid as per actuals.
- g. The Manpower / Resource payment should be in accordance with minimum wages act and its subsequent amendments.
- h. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

15. Evaluation & Acceptance

1. Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any non-conformity or deviations.

2. In case, any of the successful bidder is unable to honour in full or part of the contract awarded, Bank shall, at its sole discretion, distribute this shortfall to the other successful bidder(s) equally or in any ratio decided by the Bank.
3. Bank reserves the right to reject the bid offer under any of the following circumstances:
 - a. If the bid offer is incomplete and / or not accompanied by all stipulated documents.
 - b. If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.
 - c. If there is a deviation in respect to the technical specifications of hardware items.
4. The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons

16. Evaluation Process

The competitive bids shall be evaluated in three phases:

- Stage 1 – Eligibility bid
- Stage 2 – Technical Bid stage
- Stage 3 – Commercial Bid with Reverse auction process

16.1 Eligibility Bid

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Section 2 – Eligibility Criteria to this document. The Bidders who meet all these criteria would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

The decision of the Bank shall be final and binding on all the Bidders to this document. The bank may accept or reject an offer without assigning any reason whatsoever.

16.2 Normalization of Bids

The Bank may go through a process of technical and/ or commercial evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids need to be normalized and that such normalization has a bearing on the commercial bid, the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the updated technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission till the Bank is reasonably satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this detailed document, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this detailed document, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned Bidder.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Central Bank of India also reserves the right to conduct reference site visits at the Bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

16.3 Technical Evaluation Criteria

The technical evaluation criterion would broadly involve the following major areas:-

- a) Compliance to the bill of materials as in Annexure 2: Commercial Bill of Material. The Bidder is expected to provide their “compliance” against each item stated in the Bill of material, this means that the Bidder confirms to the provisioning of the stated product / service and the terms of the RFP and subsequent addendums. Deviations to the Compliance requirements may lead to disqualification.
- b) Bidder’s detailed work plan – Bidder to share Gantt chart in conformity with the stated timelines. The Bidder should also share the key profiles and the number of representatives (across OEMs as well) being deployed across the Implementation Phase
- c) Presence of Bidder/OEM Service centers in Mumbai and Hyderabad

The Bidder must satisfy BOTH of the following two categories to qualify for commercial evaluation (Stage 3).

- The bidder must comply to scope of the requirement as set out in the RFP and
- The Bidder must comply to all the line items in Annexure 2- Commercial Bill of Materials indicated by The Bank as “(Bidder shall provide their compliance here)” in column “Bidder compliance (Yes/No)” Bidders are required to comply with the requirements stated herein, if any Bidder’s response is found to be non-compliant, then The Bank at its discretion may reject the Bid. Hence only the Bidders who have achieved the set compliance will be considered for commercial bid evaluation

16.4 Commercial Evaluation Criteria

Only those Bidders who have qualified after Stage 2 of Technical evaluation will be eligible for the further participation in the e-Procurement process (Reverse Auction). The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of 05 years, (total cost of products & services minus Buy-Back cost).

Bank will award the contract to the successful Bidder whose bid has been determined as the Lowest Commercial bid (L1) through the e-Procurement process of this commercial evaluation. Bank reserves a right to extend the AMC, ATS, Subscription and FMS for the Hardware Infrastructure, Kubernetes based Container Platform, DevSecOps Tools for 2 more years i.e. 6th and 7th year at the quoted rates of the last year i.e. 5th year.

The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

Note: 1) In case of e-reverse auction in the tender, if a bidder quoting higher prices, (higher by more than 20%) as compared to the average quoted prices (average of all technically qualified bidders) for all items in aggregate, the same bidder may not be called for reverse auction process. Due to such price variation, bidders are not eligible to be called for reverse auction and only one bidder is left commercially eligible, in such case the work / contract may be awarded to the L1 bidder.

2) Tendering process need not be cancelled merely on the grounds that a single tender was received provided that the single bid received is evaluated to be substantially responsive and deemed fit for award. Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation. Bank can negotiate with such single bidder, if required.

17. General Terms

Right to Alter Quantities:

The Bank reserves the right to alter the number of hardware/software/licenses specified in the tender in the event of changes in plans of the Bank. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/software/licenses as mentioned above.

Payment Terms

Payment will be released by the Central office from where the purchase order is issued. All the Payment shall be made in INR only. Payment terms are as under:

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The 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 the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the fees quoted by the bidder in the price bid against such activity / item.

The payment will be released as follows:

17.1 Hardware and software Cost

Particulars	Percentage	Payment Milestone
Hardware	60%	On Successful hardware delivery at DC & DR and sign off by Bank.
	30%	On Successful Installation and commissioning of hardware at DC & DR and sign off by Bank.
	10%	03 months post successful installation & GO LIVE of the Hardware at DC & DR.
Software	60%	On Successful software delivery and sign off by Bank.
	30%	On Successful Installation, configuration and commissioning of Software and sign off by Bank.
	10%	03 months post successful installation & GO LIVE of the Software.

RFP for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services.
Tender No. CO:DIT:PUR:2023-24:385

Implementation Charges	80%	On Successful Installation, Implementation, Integration, Commissioning of Container Platform & DevSecOps Tools ie. When the Platform & DevSecOps Tools goes live at DC and DRC.
	20%	03 months post successful installation & GO LIVE of the Platform & all DevSecOps Tools.

17.2 AMC of Hardware

AMC	Quarterly	AMC of Hardware will be paid in arrears at the end of each quarter on satisfactory service
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17.3 ATS / Subscription of Software

ATS / Subscription	Yearly	ATS / Subscription of Software Licenses will be paid yearly in advance.
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17.4 FMS Charges

FMS Charges	Quarterly	FMS Charges will be paid in arrears at the end of each quarter
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17.5 Any Other Costs

Other Costs	In Arrears	Will be paid in arrears post completion of activity
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General Condition for all the payments -all invoices should be supported by the relevant documentation required for the respective activity.

Any Costs not quoted by the bidder in the Commercial bill of material at the time of submission of bid will not be paid by the bank during any stage of the contract period.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be released by Central Office (CO), as per above payment terms on submission of delivery Challans and installation report. No Advance payment will be made.

The Bank will pay off only undisputed invoices. Any dispute regarding the invoice will be communicated to the successful bidder within 30 days from the date of receipt of the invoice. After the dispute is resolved, the Bank shall make payment within 30 days from the date, the dispute stands resolved.

The required documents to be provided along with original invoice. Original delivery Challans /UAT sign off / go live signoff/ DR Drill completion and related documentation as per applicable milestone duly stamped and signed by the Bank Official.

The payments will be released on submission of invoice to DIT CBD- Belapur through NEFT / RTGS/account credit after deducting the applicable LD/Penalty, TDS if any. The Successful Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

Fixed Price

The commercial offer shall be on a fixed price basis, exclusive of all taxes and levies. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted. The bidder shall pay any other applicable Taxes being applicable after placement of order, during currency of the project only.

Taxes

The consolidated fees and charges required to be paid by the Bank against each of the specified components under this RFP shall be all-inclusive amount with currently (prevailing) applicable taxes. The bidder shall provide the details of the taxes applicable in the invoices raised on the Bank. Accordingly, the Bank shall deduct at source, all applicable taxes including TDS from the payments due/ payments to bidder. The applicable tax shall be paid by the bidder to the concerned authorities.

In case of any variation (upward or down ward) in Government levies / taxes / etc. up-to the date of providing services , the benefit or burden of the same shall be passed on or adjusted to the Bank. If the service provider makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as non-conformity with these guidelines and proceed accordingly.

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 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.

Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider 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.

18. Repeat Orders

Bank shall retain the option to place a repeat order up to 25% of the tendered quantity within the validity of the tenders as existent at the time of award of the contract.

Bank may place repeat order with Successful Bidder within 5 years from the date of acceptance of the Purchase Order for the future requirement of the Hardware & Licenses and their AMC/ATS/Subscription mentioned in the Commercial Bill of Material.

The Bidder is required to Supply, Install, Implement, Integrate and Commission Hardware, Software, Licenses and their AMC/ATS/Subscription under the future requirements as per the rate quoted in the Commercial Bill of Material.

19. Maintenance Support

The successful Bidder must perform below activities to successfully handover the project to Bank and Bank's existing System Integrator after successful migration of the data.

1. The successful Bidder shall ensure 24*7*365 uninterrupted availability of the system and also ensure that the problem is resolved within the time schedule as prescribed in the Service Level Agreement (SLA).
2. The Bank shall give Bidder/OEM and its personnel only physical access to the support location and the designated hardware & equipment to enable Bidder to provide the maintenance & support services. Any mode of remote access like VPN, Webex, Remote login etc. will not be allowed from any network outside Bank's Network.
3. The successful bidder should depute a Project Manager at Bank's DC location for the duration of the implementation project till successful implementation of solution at both DC & DR. The Project Manager should be the single point of contact who will coordinate with all Stakeholders to ensure smooth implementation and timely completion of all the activities mentioned in the RFP document. Project Manager is required to report the progress of the project to Bank's identified Official on weekly basis.
4. In case of failure of any component, the successful bidder needs to do replacement of the faulty component before taking the component/s out of the premises for repair/disposal.
5. Hard-disk on becoming faulty/non-operational will be degaussed by Bank prior to handover to the Successful Bidder.
6. The successful Bidder to ensure proper details, escalation procedure and mechanism for AMC & ATS, Subscription needs to be handed over to Bank for ensuring smooth operations by Bank existing System Integrator.
7. For any major break down such as crash, the successful Bidder must arrange for immediate on-site support for recovery and resumption of operations.
8. The re-installation, configuration of the hardware, operating system and RDBMS if required is the sole responsibility of the successful Bidder, which should be treated as service provided under Maintenance support.
9. It will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training.
10. All regulatory / statutory changes should be done without any additional cost to the Bank.
11. During the contract period, the successful bidder shall apply/install firmware/bug fix released by OEM for Hardware Infrastructure, Container Platform, Enterprise OS & DevSecOps Tools without any additional cost to the Bank.

12. The contract period is for 05 years and will start from the date of installation sign off of Software.
13. The Warranty of hardware will be 03 years and will start from the date of successful installation of the Hardware and sign of by Bank.
14. The onsite comprehensive AMC of the hardware will be for 02 years and will start after completion of 03 years warranty period.
15. Bank reserves a right to extend the AMC, ATS, Subscription and FMS for the Hardware Infrastructure, Kubernetes based Container Platform, DevSecOps Tools for 2 more years i.e. 6th and 7th year at the quoted rates of the last year i.e. 5th year.

20. Service Level Agreement

This section describes the service levels that have been established for the Services offered by Bidder to the Bank. Bidder shall monitor and maintain the stated service levels to provide quality customer service to the Bank.

The Bank expects that the successful Bidder / Vendor to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax/ any electronic messaging system etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the Successful Vendor.
- The Vendor should have 24x7 monitoring, escalation and resolution infrastructure.
- Time bound problem addressing team (onsite) for the complete contract period.
- Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ NPCI/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.
- The Bidder should Guarantee 99.99% availability for the proposed solution

SLA FOR INFRASTRUCTURE & PLATFORM:

Vendor will have to guarantee a minimum uptime of 99.99%, calculated on a monthly basis. Platform (As a whole / any module of the platform) availability will be 99.99% on 24x7. The penalty will be calculated as per the details given below.

In case any physical part of the supplied server at DC goes faulty during the project period, the successful bidder has to ensure that the replacement of the faulty part is completed within 24 hours from the time the case is reported. In case the successful bidder fails to replace the faulty part at DC within 24 hours, penalty of Rs.20,000/- (Rupees Twenty Thousand only) will be levied for delay at every 01 hour from the 24th hour.

In case any physical part of the supplied server at DRC goes faulty during the project period, the successful bidder has to ensure that the replacement of the faulty part is completed within 48 hours from the time the case is reported. In case the successful bidder fails to replace the faulty part at DRC within 48 hours, penalty of Rs.20,000/- (Rupees Twenty Thousand only) will be levied for delay at every 01 hour from the 48th hour.

Root Cause Analysis (RCA) - In case of any incident reported by Bank pertaining to supplied Hardware and Software, the successful bidder has to submit a detailed Root Cause Analysis report to the Bank within 24 hours of reporting of the incident. In case of non-submission of RCA, a penalty of 10% from total monthly FMS charges will be deducted per incident.

The successful bidder will be required to submit the credit note amounting to the penalty amount which will be adjusted from the subsequent payments.

Uptime percentage - 100% minus (less) Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time – 24 hrs. per day for seven days a week excluding planned downtime

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
100% => A >= 99.99 %	No Penalty
99.99% > A >= 99.90 %	10% of cost of monthly billing
99.90% > A >= 99.75 %	20% of cost of monthly billing
99.75 % > A >= 99.5%	30% of cost of monthly billing
99.5% > A >= 99%	40% of cost of monthly billing
99 % > A	Minimum 40% of cost of monthly billing & 5% for every incremental increase in 0.1% downtime

*A is Actual Availability time during the reporting period

Penalty will be calculated on monthly Facility Management cost, AMC and ATS cost.

The payment terms are quarterly in arrears; however, penalty amount will be applied on the monthly amount payable based on SLA breach. If bifurcation of quarterly invoice is not providing monthly break-up, Bank will divide the quarterly billing amount and the uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. If Vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Mumbai City in favour of Bank for the same within 15 days from the notice period from the Bank.

Further, if any penalty levied by regulator /RBI / NPCI in respect of Downtime / unavailability of services, same will be recovered from the Vendor.

AVAILABILITY SERVICE LEVEL DEFAULT

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.99 %), as measured on a monthly basis.

Penalty will be calculated on monthly Facility Management cost, AMC and ATS cost.

SLA FOR ONSITE SUPPORT FACILITY MANAGEMENT

Bidder will have to guarantee a minimum attendance of 100% per resource (i.e. attendance of each of the resources), calculated on a monthly basis.

The Bank will use below mentioned calculation for monthly payment outflow of any resource.

Payment outflow (monthly) = (Number of days resource is present in a month/Total number of working days in a month) X Monthly payment amount agreed for a resource between Bidder and the Bank

The non-attendance percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The yearly SLA charges will be subject to an overall cap of 10% of the Yearly FMS charges and thereafter, the contract may be cancelled. In case if there are no pending invoices to be paid by the Bank to the bidder, the bidder has to submit a pay order / cheque payable at Mumbai City in favour of Central Bank of India for the same within 15 days from the notice period from the Bank.

The following timeline is to be adhered for patching activities:

Critical / Security Patch	24 Hours
PSU (regular Patch Set Updates)	7 Days

The term Patching includes bug fixes, Firmware upgrades / downgrades etc.

For non-compliance of Patching within the above mentioned timelines, a penalty of 10% from total monthly FMS charges will be deducted per instance.

The timeline for Change Management is 7 days, Bank at its discretion may provide additional time frame on case to case basis.

The term Change Management includes Production Updates, Change requests, Software Upgrades / Downgrades etc.

For non-compliance of Change Management within the above mentioned timelines, a penalty of 10% from total monthly FMS charges will be deducted per instance.

AVAILABILITY SERVICE LEVEL DEFAULT FOR FACILITY MANAGEMENT

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the Service Provider fails to meet Minimum Attendance (100%), as measured on a monthly basis.

In case any resource is not available continuously for more than 4 hours a day (Under normal circumstances) Or 1 day in case of unplanned / emergency leave of any resource then the Bidder should immediately provide the Bank with an equivalent standby resource for that resource.

If Bidder fails to meet the uptime guarantee in any month then the Bidder will have to pay the following compensation adjusted with every subsequent quarter payment:

$(\text{Minimum attendance Percentage} - \text{attendance Percentage}) \times \text{Current Years Monthly Contract value}$

SERVICE LEVELS DURING IMPLEMENTATION PHASE

The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section - Project timelines.

Penalty would be levied for delivery, installation, and implementation delays for solution and shall be a maximum of 10% of the total cost of that solution from the finalized bidder for the bank. The bidder is required to adhere to the Service Level Agreements as mentioned below for the operations phase.

After acceptance of respective solutions by the Bank:

Liquidated damages for SLA Default

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 entire scope of the tender) 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 deliver any or all of the Goods or 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 of the order value of the product and or services cost per week or part thereof until actual delivery or performance, (above 3 days will be treated as a week); and the maximum deduction is 10% of the contract value. 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.

In case of temporary substitute equipment installation, the temporary substitute equipment should be replaced by the original equipment duly repaired or replaced with similar equipment of same capacity or higher capacity, failing which a penalty of 0.5% per day of the item cost will be imposed for the number of days the device is down subject to a maximum of 10% of the equipment cost.

The amount of penalty will be recovered from the successful bidder from payments due to them. In case, no payments are due, the successful bidder has to remit the same within 15 days of claim from the Bank failing which the Bank shall be at liberty to invoke Bank Guarantees provided for during warranty period by the successful bidder. However, if the application is down due to the reasons attributable to the Bank, the successful bidder has to submit proof for the same for not levying the penalty.

SERVICE LEVELS FOR CHANGES - POST IMPLEMENTATION PHASE

The Bidder is expected to complete the new changes / functionalities / responsibilities that have been assigned as per the agreed Change order timelines, for new deliverables

Calculation of penalty will be 5 % per week delay with agreed timeline . Penalty would be levied for implementation delays for new requirement and shall be a maximum of 50% of the total cost of that change / solution finalized between the bank and vendor .

The Successful Bidder (vendor) understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP. The Successful Bidder (vendor) therefore agrees and undertake that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period, and only after completion of the Vendors obligations under a reverse transition mechanism. During this period of Reverse Transition, the Vendor shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Bank shall make payment for these services as per terms.

Tables of Incident Matrix

Incident to be reported within (if unresolved)	Escalation Hierarchy
15 min	Senior Manager-IT of the Bank
1 hour	Chief Manager –IT
2 hours	Assistant Dy. General Manager (IT) / Deputy Dy. General Manager (IT)
> 4 hours	General Manager (IT)

21. Order Cancellation

Bank reserves its right to cancel the order in the event of one or more of the following situations:

1. Delay in delivery beyond the specified period for delivery.
2. The successful bidder commits a breach of any of the terms and conditions of the bid/contract.

3. The bidder goes into liquidation voluntarily or otherwise.
4. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
5. The progress regarding execution of the contract, made by the successful bidder is found to be unsatisfactory.
6. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

After the award of the contract, if the successful bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the successful bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

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

The Bank reserves the right to recover any dues payable by the successful bidder from any amount outstanding to the credit of the successful bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order

22. Indemnity

The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
- ii. Relating to or resulting directly from infringement of any third party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- iii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA (Service level Agreement) or Purchase Order (PO) and/or
- iv. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
- v. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
- vi. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
- vii. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or

- viii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property issued or registered in India, 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 without prior written consent of the Bidder, except 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, users and Bidders) rights, interest and reputation.

The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.

Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by bank due to the following reasons:

- i. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or 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.
- ii. all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:
 - a. The Bidder has sole control of the defense and all related settlement negotiations.
 - b. The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory

authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.

iii. Any loss suffered by bank due to non-functioning / malfunction of application such as system is getting hanged, technical glitch etc. leading to financial loss to the Bank, such as due to wrong interpretation of message /request etc debit or credit to customer/ merchant account inappropriately, Such losses will be recovered from Bidder/ vendor. Bidder /vendor will have to make good of such losses. Any such loss to the Bank due to improper working of switch/ application will be treated separate from penalty.

Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from:

- (i) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same);
- (ii) Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material;
- (iii) Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder;
- (iv) Operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or
- (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or
- (vi) Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder.

In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option:

- (i) Procure for Bank the right to continue using such Deliverable;
- (ii) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance;
- (iii) Replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or
- (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides

for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights.

The Bank warrants that all software, information, data, materials and other assistance provided by it under this Agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.

23. Confidentiality & Non-Disclosure

The bidder is bound by this agreement for not disclosing the Banks data and other information. Resources working in the premises of the Bank are liable to follow the rules and regulations of the Bank.

The document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to the internal business and operational information of the Bank, affiliates, and/or business partners, disclosure of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the requested services could result in the disqualification of the bidders, premature termination of the contract, or legal action against the bidder for breach of trust.

No news release, public announcement or any other reference to the order, relating to the contracted work if allotted with the assignment or any program hereunder shall be made without written consent from the Bank.

As the bidder providing support services for multiple Banks, the bidder at all times should take care to build strong safeguards so that there is no mixing together of information/ documents, records and assets is happening by any chance.

The bidder should undertake to maintain confidentiality of the Banks information even after the termination / expiry of the contracts.

The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the successful bidder within a period of 21 days from, the date of acceptance of purchase order.

Guarantee on Software License

The bidder shall guarantee that the software supplied under this contract to the Bank is licensed and legally obtained. Software supplied should not have any embedded malicious and virus programs.

24. Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, as a result of force majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, including but not limited to, due to or as a result of or caused by acts of God, wars, epidemic/pandemic, insurrections, riots, earth quake and fire, events not foreseeable

but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

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

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months due to force majeure situation, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. However bidder shall be entitled to receive payments for all services actually rendered upto the date of termination of date of agreement. The financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed.

25. Resolution of Disputes

The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract shall be referred to a sole arbitrator to be appointed mutually by the parties and in case of failure to appoint a sole arbitrator within 15 days from the raising of dispute the same shall be referred to the Arbitration Tribunal: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder and the Presiding Arbitrator shall be appointed by the two Arbitrators appointed by the parties.

The decision of the Arbitration Tribunal shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai City. The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will continue to perform its contractual obligations 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 as per the agreed scope between the parties.

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) on the date of acknowledgment signed by the receiver 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 City alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP.

26. Format of the Letter of undertaking of Authenticity to be submitted by the Bidder

The successful bidder has to submit the letter of undertaking of Authenticity and Undertaking at the time of acceptance of the letter of intent. The undertaking from OEMs needs to be provided to the Bank for the activities owned by them in coordination with the bidder as per the details mentioned in the document along with the pricing. The format for the same is as below.

“We undertake that all the components/parts/software used in the supplied devices shall be original, new components/ parts/ software only, from respective OEM/OSDs of the products and that no refurbished/ duplicate/ second hand components/ parts/ software are being used or shall be used.

We also undertake that in respect of licensed operating system, if asked for by you in the Purchase Order, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.

We hereby undertake to produce the certificate from our OEM/OSD supplier in support of above undertaking at the time of implementation. It will be our responsibility to produce such letters from our OEM/OSD suppliers at the time of release of PO or within a reasonable time. In case of default and we are unable to comply with the above at the time of delivery or during installation, for the software items already billed, we agree to take back the software/items without demur, if already supplied and return the money, if any paid to us by you in this regard”.

27. Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank's business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA (Non-Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank's prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be, which permission shall not be unreasonably withheld by the Bank. The bidder

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

28. Assignment

Bank may assign the Project and the solution and services provided therein by Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/sub-contractor, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with Bidder for any reason whatsoever; (iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against Bidder. Bidder shall ensure that the said sub-contractors shall agree to provide such services to the Bank at no less favourable terms than that provided by Bidder and shall include appropriate wordings to this effect in the agreement entered into by Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract/project.

29. Execution of Contract, SLA & NDA

The bidder and Bank should execute

1. Contract, 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
2. Non-disclosure Agreement.
3. The bidder should execute the contract, SLA and NDA within 21 days from the date of acceptance of the Purchase Order.

30. Bidder's Liability

The Bidders aggregate liability in connection with obligations undertaken as a part of the project 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 Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. 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.

31. Information Ownership

All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. 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.

32. Inspection, Audit, Review, Monitoring & Visitations

All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP/project shall be made available to the Bank at any time during normal business hours, not more than 6 audits per year, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The cost of such audit will be borne by the Bank. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/BIDDER 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 / purchase order 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:-

- a. 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.
- b. 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.
- c. 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.
- d. 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.

- e. Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The audit shall not be performed by any competitor of the Bidder. The auditor including regulatory auditor shall sign the confidentiality undertaking with the Bidder before conducting such audit.

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 only to Switch, but 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 Bidder'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 by prior notice to the Bidder.

Visitations

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Bidder's premises by prior notice to ensure that data provided by the Bank is not misused.

The Bidder shall cooperate with the authorized representative(s) of the Bank and shall provide all information/ documents required by the Bank.

33. Information Security

System should have standard input, communication, processing and output validations and controls. System hardening should be done by bidder. Access controls at DB, OS, and Application levels should be ensured. Bidder should comply with the Information Security Policy of the Bank. The Product offered should comply with regulator's guidelines. The bidder shall disclose security breaches if any to the Bank, without any delay.

34. Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank

grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. 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 Bidder as part of this Project.

Bidder's Proprietary Software and Pre-Existing IP:- Bank acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder 's proprietary software or tools. If Bidder and Bank mutually agree that the Bidder provides to Bank any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, Bank acknowledges that in performing Services under this Agreement Bidder may use Bidder 's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Bidder hereby grants to Bank a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorizes Bank to (a) separate Bidder Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP.

Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Bidder (including without limitation any affiliate, competitor or potential competitor of the Bank. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.

35. Termination

Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 30 (Thirty) days written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

- a. if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure; or;
- b. If the Successful Bidder fails to perform any other material obligation(s) under the contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.
- c. If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Prior to providing a written notice of termination to the successful Bidder, Bank shall provide the successful bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.

Bidder shall also have the right to terminate the agreement if the Bank commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 15 days provided for curing such breach.

In case the contract is terminated then all undisputed payment for the services delivered till the date of termination will be given to vendor, but disputed payment shall be discussed and will be paid once the dispute is resolved.

Termination for Insolvency

If either party becomes bankrupt or insolvent, has a receiving order issued against it, with its creditors, or, 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 either party takes or suffers any other analogous action in consequence of debt; then other party plans to, at any time, terminate the contract by giving written notice of 60 days to the party becoming bankrupt etc. If the contract is

terminated by either party in terms of this Clause, Bank shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the successful Bidder.

Termination- Key Terms & Conditions

Either Party reserves the right to terminate the agreement with the other party at any time by giving 30 (thirty) days prior written notice to the other party.

Either Party shall also be entitled to terminate the agreement at any time by giving notice if the other party.

- 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.

Exit Option & Contract Re-Negotiation

Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:

- Delay in delivery of solution beyond the specified period
- Serious discrepancies noted in the solution delivered
- Breaches in the terms and conditions of the Purchase Order/Agreement
- Non satisfactory performance of Bidder during the contract period
- In addition to the cancellation of purchase order, Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages
- Bank shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services during the contract period
- In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder
- 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
- Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to supply the equipment's (if required/non-delivered) and provide services to Bank as per the contract
- Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to Bank or its selected Bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 60 day notice period to facilitate an orderly transfer of services to Bank or to an

alternative 3rd party / Bidder nominated by Bank. Where Bank elects to transfer the responsibility for service delivery to a number of Bidders Bank will nominate a System Integrator who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services

- The reverse transition services to be provided by the Bidder shall include the following:
 - The Bidder shall suitably and adequately train Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Center Solution.
 - Bidder shall provide adequate documentation thereof.
 - The Bidder shall jointly manage the solution with Bank or designated team for a reasonable period of time
 - The Bidder shall assist Bank in migration of the Solution to another, if desired by Bank.

Knowledge transfer: The Bidder shall provide such necessary information, documentation to Bank or its designee, for the effective management and maintenance of the Deliverables under this Contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required supporting the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Contract.

Warranties: All the warranties held by or in the name of the Bidder shall be assigned or transferred as-is, in the name of Bank. The Bidder shall execute any and all such documents as may be necessary in this regard.

The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.

The Bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services.

The Bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the Bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the Bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.

The cost for reverse transition if any should be part of the commercial offer during which the existing Supplier would transfer all knowledge, knowhow and other things necessary for Bank or new Supplier to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.

Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

Bank and the Bidder shall together prepare the Reverse Transition Plan. However, Bank shall have the sole decision to ascertain whether such Plan has been complied with.

The Bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to Bank or its selected Suppliers as would be required.

Notwithstanding anything contained in this Agreement, Bank reserves its right to terminate the agreement with the Bidder without assigning any reason at any time by giving thirty(30) days prior written notice to the Bidder, at no cost to the bank .

36. Privacy & Security Safeguards

- i. 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.
- ii. The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- iii. The Bidder hereby agrees that they will preserve the documents.

37. Conflict of Interest

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment

38. Governing Law and Jurisdiction

The provisions of this RFP and subsequent Agreement shall be governed by the laws of India. The disputes, if any, arising out of this RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai City only.

Statutory and Regulatory Requirements

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC, Bidder / Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which

fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the contract.

39. Compliance with Laws

1. **Compliance with all applicable laws:** Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work.
2. **Compliance in obtaining approvals/permissions/licenses:** Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project.

40. 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 under the RFP/Agreement. 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.

41. Corrupt & 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.

42. Publicity

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party.

43. Entire Agreement; Amendments

This RFP sets forth the entire agreement between the Bank and the Successful bidder and supersedes any other prior proposals, agreements and representations between them related to its subject matter, whether written or oral. No modifications or amendments to this Agreement shall be binding upon the parties unless made in writing, duly executed by authorized officials of both parties.

44. Survival and Severability

Any provision or covenant of the RFP, which expressly, or by its nature, imposes obligations on successful bidder shall so survive beyond the expiration, or termination of this Agreement. The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

Bidding Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

45. Amendments to Bidding Documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the bank. All amendments will be either uploaded in the website or shall be delivered by hand / post / courier or through e-mail or faxed to all prospective bidders, who have received the bidding document and will be binding on them. For this purpose bidders must provide name of the contact person, mailing address, telephone number and FAX numbers on the covering letter sent along with the bids.

In order to provide, prospective bidders, reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

46. Period of Validity

Bids shall remain valid for 120 days from the last date of bid submission. A bid valid for shorter period shall be rejected by the bank as non-responsive.

47. Last Date and Time for Submission of Bids

Bids must be submitted not later than the specified date and time as specified in the Bid Document. Bank reserves the right to extend the date & time without mentioning any reason.

48. Late Bids

Any bid received after the deadline for submission of bids will be rejected and/or returned unopened to the Bidder, if so desired by him.

49. Modifications and/or Withdrawal of Bids

- Bids once submitted will be treated as final and no further correspondence will be entertained on this.
- No bid will be modified after the deadline for submission of bids.
- No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

Clarification of Bids

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification and response, which shall be in writing and without change in the price, shall be sought, offered or permitted.

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

The bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the bank's action.

50. Signing of Contract

The successful bidder(s) to be called as bidder, shall be required to enter into an Agreement with the Bank, within 21 days of the award of the work order (when provided) or within such extended period as may be specified by the bank.

51. Authorized Signatory

The successful bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

The successful bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

52. Disclaimer

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

53. Checklist for Submission

#	Particulars	Bidders Remark Yes/No
1	Certificate of incorporation	
2	Audited Balance sheets of last three years 2020-21, 2021-22, 2022-23	
3	CA certificate for three years turnover for financial years 2020-21, 2021-22, 2022-23	
4	CA certificate for net profit after tax for last three financial years 2020-21, 2021-22, 2022-23	
5	CA certificate for net worth for last three financial years i.e. 2020-21, 2021-22, 2022-23	
6	Self-declaration by the Authorized Signatory for not have filed for bankruptcy in any country including India on company letter head	
7	Self-declaration on Company's letter head should not have been blacklisted/debarred/	
8	Self-declaration on Company's letter head Bidder/OEM should not have any pending litigation or any dispute arises	
9	Self-declaration on Company's letter head • NPA • Any case Pending (Annexure -16)	
10	Document Cost	
11	Annexure-1 Conformity Letter	
12	Annexure-2 Masked Commercial Bid along with technical bid	
13	Annexure-3 Platform and Software Details	
14	Annexure-4 Bidder's Information on company letter head	
15	Annexure-5 Letter for Conformity of Product as per RFP	
16	Annexure-6 Indemnity Deed	
17	Annexure-7 Undertaking of Authenticity for Products Supplied	
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#	Particulars	Bidders Remark Yes/No
35	Annexure-26 Cost waiver MSME/NSIC	
36	Annexure-27 Details of past experiences of handling similar project	
37	Annexure-28 Format for Local Content	
38	Annexure-29 Undertaking Of Information Security	
39	Annexure-30 Guidelines for Reverse Auction	
40	Annexure-30(a) Reverse Auction Process - Agreement	
41	Annexure-30(b) Reverse Auction Process - Indemnity	



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54. Annexure 1: Conformity Letter

Date_____

To,

Dy. General Manager (IT),
Cent Neo, Central Bank of India,
CBD Belapur, Navi Mumbai – 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2023-24:385

Further to our proposal dated _____, in response to the RFP document (hereinafter referred to as “RFP DOCUMENT”) issued by Central Bank of India (“Bank”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank.

The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Designation

Company Name

55. Annexure 2: Masked Commercial Bid along with technical bid

The Commercial Bid format is as under:

The Bidder is required to update the masked commercials in the following format:

Table 1: Commercial Bill of Material

Sr. No	Requirement	Cost (₹)	Recurring Charges (₹)					Total (₹)
			Year1	Year2	Year3	Year4	Year5	
1	Hardware Infrastructure		XX	XX	XX			
2	Kubernetes Based Container Platform							
3	Enterprise Linux Operating System							
4	DevSecOps Tools							
5	Implementation Charges		XX	XX	XX	XX	XX	
6	Facility Management	XX						
7	Training Cost		XX	XX	XX	XX	XX	
8	Any Other Cost **							
	Total Cost (1 to 8)							
	TCO in Words							

** Details to be provided for any commercial against the component required but not provisioned in Sr. no 1-8.

Bidder will be required to submit the year wise and item wise breakup of all the items quoted under Serial Numbers 1-8. Bank may opt for using its own licenses for database, middleware or any other components wherever feasible. Bidder will be required to reduce the cost of components provided by the Bank.

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No open source software component will be considered in the solution without Enterprise License and OEM's Support.

In case bidder quotes open source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the RFP

The below mentioned licence quantity is indicative for x86 platform, the bidder may change the quantity depending upon the proposed platform architecture.

Table 2 : Breakup of Hardware Infrastructure Cost (item 1 of Table 1)

SN	Requirement	Make & Model	Core & Memory Quantity (A)	Cost per core (₹) (B)	Total (₹) C=A*B	AMC Charges in (₹)	
						Year4	Year5
1	Hardware Infrastructure for Worker Nodes at DC equivalent to / higher than 700 x86 Cores with 5.5 TB Memory						
2	Hardware Infrastructure for Worker Nodes at DRC equivalent to / higher than 500 x86 Cores with 4 TB Memory						
3	Additional Hardware Infrastructure for Worker Nodes at DC equivalent to / higher than 200 x86 Cores with 2 TB Memory *						
4	Additional Hardware Infrastructure for Worker Nodes at DRC equivalent to / higher than 200 x86 Cores with 1.5 TB Memory *						

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5	Compute & Memory for Management Plane (Master & Infra Nodes) for 4 dedicated clusters at DC						
6	Compute & Memory for Management Plane (Master & Infra Nodes) for 2 dedicated clusters at DRC						
7	Compute & Memory for Management Plane (Master & Infra Nodes) for 2 additional dedicated clusters at DC*						
8	Compute & Memory for Management Plane (Master & Infra Nodes) for 2 additional dedicated clusters at DRC*						
9	Payment HSM 2 nos at DC						
10	Payment HSM 2 nos at DRC						
T2	Total Cost (1 to N)						

* Bank reserves the right to purchase or not to purchase the additional requirement.

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Table 3: Breakup of Kubernetes Based Container Platform (item 2 of Table 1)

SN	Requirement	Name of the Platform	License Quantity (A)	Cost of License per core (₹) (B)	Recurring Cost (₹)					Total (₹)
					Year1 C=A*B	Year2 C=A*B	Year3 C=A*B	Year4 C=A*B	Year5 C=A*B	
1	Kubernetes Based Container Platform for worker nodes equivalent to 524 nos of x86 cores at DC (Active)									
2	Kubernetes Based Container Platform for worker nodes equivalent to 357 nos of x86 cores at DRC (Passive)									
3	Additional Kubernetes Based Container Platform License for worker nodes equivalent to 150 nos of x86 cores at DC (Active)*									
4	Additional Kubernetes Based Container Platform License for worker nodes equivalent to 150 nos of x86 cores at DRC (Passive)*									
T3	Total Cost (1 to N)									

* Bank reserves the right to purchase or not to purchase the additional requirement.

Any other Software, Hypervisor and Licences required for connecting the Hardware Infrastructure and Kubernetes based Container Platform to Power, Network or SAN Storage is to be quoted separately in the Bill of Material under Table 8 - Breakup of Any Other Charges.

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Table 4: Breakup of Enterprise Operating System Cost (item 3 of Table 1)

SN	Requirement	Name of the Platform	License Quantity (A)	Cost of License per core (₹) (B)	Recurring Cost (₹)					Total (₹)
					Year1 C=A*B	Year2 C=A*B	Year3 C=A*B	Year4 C=A*B	Year5 C=A*B	
1	Enterprise Linux Operating System for equivalent to 176 nos of x86 cores at DC									
2	Enterprise Linux Operating System for equivalent to 136 nos of x86 cores at DRC									
3	Additional Enterprise Linux Operating System License for equivalent to 50 nos of x86 cores at DC*									
4	Additional Enterprise Linux Operating System License for equivalent to 50 nos of x86 cores at DRC*									
T4	Total Cost (1 to N)									

* Bank reserves the right to purchase or not to purchase the additional requirement.

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Table 5: Breakup of DevSecOps Tools Cost (item 4 of Table 1)

Bank's OnPrem Tools requirement is for 200 users[^]. Kindly provide cost per user specifically.

SN	Requirement	Name of the Tool	License Quantity for min. 200 users	Cost of License (₹)	Recurring Cost (₹)					Total (₹)
					Year1	Year2	Year3	Year4	Year5	
1	CI / CD Pipeline Tool									
2	Code Quality Analysis									
3	Static application security testing (SAST)									
4	Dynamic application security testing (DAST)									
5	Composition Analysis									
6	Container Security									
7	Enterprise wide Image Registry									
8	Artifactory									
9	Agile Project Management									
10	Documentation									
11	Git Based Version Control									
12	Test Management									
T5	Total Cost (1 to N)									

[^] Bank reserves the right to purchase the up to 50 additional licenses of the above mentioned DevSecOps Tools at the proportionate rates quoted in the above mentioned Table 5.

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Table 6 : Breakup of Implementation Cost # (item 5 of Table 1)

SN	Requirement	Quantity	One Time Charges(₹)	Recurring Cost (₹)					Total (₹)
				Year1	Year2	Year3	Year4	Year5	
1	Implementation Cost of Hardware Infrastructure			NA	NA	NA	NA	NA	
2	Implementation Cost of Kubernetes Based Container Platform								
3	Implementation Cost of Enterprise Linux Operating System								
4	Implementation Cost of DevSecOps Tools								
5	Implementation Cost of Any Other Item								
T6	Total Cost (1 to N)			NA	NA	NA	NA	NA	

Implementation cost will include implementing of the new solution as well as migration from the existing solution.

Table 7: Breakup of Facility Management Cost (item 6 of Table 1)

SN	Requirement	Quantity	One Time Charges (₹)	Recurring Cost (₹)					Total (₹)
				Year1	Year2	Year3	Year4	Year5	
1	Facility Management Resource	6	NA						
T7	Total Cost (1 to N)		NA						

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Table 8 : Breakup of Training Cost (item 7 of Table 1)

SN	Requirement	Quantity	One Time Charges(₹)	Recurring Cost (₹)					Total (₹)
				Year1	Year2	Year3	Year4	Year5	
1	Training cost			NA	NA	NA	NA	NA	
T8	Total Cost (1 to N)			NA	NA	NA	NA	NA	

Table 9 : Breakup of Any other charges (item 8 of Table 1)

SN	Requirement	Particulars	Qty	One Time Cost (₹)	Recurring Cost (₹)					Total (₹)
					Year1	Year2	Year3	Year4	Year5	
1	Any other Item									
2	Any other Item									
3	Any other Item									
4	Any other Item									
5	Any other Item									
6	Any other Item									
T9	Total Cost (1 to N)									

Terms & Conditions:

1. Bank reserves a right to extend the AMC, ATS, Subscription and FMS for the Hardware Infrastructure, Kubernetes based Container Platform, DevSecOps Tools for 2 more years i.e. 6th and 7th year at the quoted rates of the last year i.e. 5th year.
2. For each of the above items provided the vendor is required to provide the cost for everyline item where the vendor has considered the cost in Bill of Material (BOM), Bank reserves the right to implement or drop any of the above listed items without assigning any reason.
3. For each of the above items provided the vendor is required to provide the cost for everyline item where the vendor has considered the cost in BOM
4. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost
5. The price quoted for the project should be an all-inclusive price including any taxes, expenses and levies but excluding GST and is a fixed price.
6. Bank will deduct applicable TDS, if any, as per the law of the land.
7. The quoted fixed cost against each item shall remain unchanged till the completion of the Project(s).
8. The base project location will be Navi Mumbai
9. The TCO in words is amount on which the commercial evaluation will be conducted.
10. All prices to be valid for a period of 5 years from the date of contract execution / signing.
11. Bidder should factor all your expenses like travelling, boarding, lodging etc. Apart from amount specified in Commercials, no other expenses will be paid by the Bank.
12. Bidder shall depute resources on-site of the project implementation location(s) for carrying out the task as specified in this document.
13. The cost quoted is in fixed price and no increase in rate will be admissible by the Bank for whatsoever reasons during the contract period.
14. The cost quoted also includes the cost of deliverables for all the phases of the Project.
15. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
16. Fee is payable only on actual availing of services and no minimum or fixed fees are payable.
17. Bidder is expected to provide detail bill of material along with the commercial proposal for the proposed hardware and appliances.
18. Additional Per Man-day rates (applicable in case of enhancement of scope in future). The same will be as per Sr. no. 8 of Table 1 for the respective year. The amount shall be paid on pro-rata basis based on the actual usage. Any unused person-days shall be carry forwarded to the next year.
19. The AMC cost shall be minimum 8% of the Hardware Cost.
20. The ATS cost shall be minimum 15% of Software Cost.

Date

Place

Seal & Signature of the Bidder

56. Annexure 3: Platform and Software Details

The Platform and Software Details format is as under:

The Bidder is required to furnish the Platform & Software details in the following format:

No open source software component will be considered in the solution without Enterprise License and OEM's Support.

Community Edition of any proposed software / tool will not be considered.

In case any bidder proposes open source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription from the OEM in order to ensure compliance with the service levels defined in the RFP.

Table 1: Breakup of details of DevSecOps Tools (Kindly provide Breakup for each tool)

SN	Requirement	Name of the Tool	Edition	Version	License Type	Name of OEM Support Provider
1	CI / CD Pipeline Tool					
2	Code Quality Analysis					
3	Static application security testing (SAST)					
4	Dynamic application security testing (DAST)					
5	Composition Analysis					
6	Container Security					
7	Enterprise wide Image Registry					
8	Artifactory					
9	Agile Project Management					
10	Documentation					
11	Git Based Version Control					
12	Test Management Tool					
13	Any Other Tool					

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**Table 2: Breakup of
Details of Kubernetes Based Container Platform & Enterprise Operating System**

SN	Requirement	Name of the Platform	Edition	Version	License Type	Name of OEM Support Provider
1	Kubernetes Based Container Platform					
2	Enterprise Operating System					

Signature

Name:

Designation:

Seal of Company

Date:

57. Annexure 4: Bidder's Information

#	Particulars	Details
1.	Name of bidder	
2.	Constitution	

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3.	Address with Pin code	
4.	Authorized Person for bid	
5.	Contact Details (Mail id & Mob No)	
6.	Years of Incorporation	
7.	Number of years of experience	
8.	Turnover (In Rs.) 2020-21, 2021-22, 2022-23	
9.	Profits (In Rs.) 2020-21, 2021-22, 2022-23	
10.	Whether OEM or SI	
11.	Number of Support staff in India	
12.	Good and Service Tax Number	
13.	Income Tax Number	
14.	Name and Address of OEM	
15.	Brief Description of support facility available with the bidder.	
16.	Whether all RFP terms & conditions complied with.	

Signature

Name:

Designation:

Seal of Company

Date:

58. Annexure 5: Letter for Conformity of Product as per RFP

Date _____

To,

Dy. General Manager (IT),
Cent Neo, Central Bank of India,
CBD Belapur, Navi Mumbai – 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2023-24:385

We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

We undertake that product and services supplied shall be as per the:-

Compliance	Compliance (Yes/ No)	Remarks/ Deviations
Terms & Conditions		
Scope of Work		

(If left blank it will be construed that there is no deviation from the specifications given above)

Signature

Name:

Designation:

Seal of Company

Date:

59. Annexure 6: Pro- forma for Deed of Indemnity

This deed made on the _____ day of _____, 2022 **BETWEEN**
_____, a Company incorporated under the Companies Act,
1956/2013 having its registered office at _____
(hereinafter referred to as "the Indemnifier" which expression shall unless excluded by or
repugnant to the context, be deemed to mean and include its assigns, administrators and
successors) of the ONE PART;
AND

Central bank of India a body corporate, constituted under the Banking Companies
(Acquisition and Transfer of Undertakings) Act, 1970, as amended from time to time
having its Head Office Chander Mukhi, Nariman Point, Mumbai (hereinafter referred to as
"the Bank/Bank", which expression shall unless excluded by or repugnant to the context be
deemed to mean and include its assigns, administrators and successors) of the OTHER PART

WHEREAS

1. The Indemnifier has

A. Offered to **Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services** in terms of the Service Level Agreement (SLA) dated _____ during the entire contract period of Years. The implementation and support services of hardware and software equipment by the Indemnifier is hereinafter referred to as "**Supply and Support Services**".

B. Agreed to install and provide comprehensive maintenance for the equipment, materials used and workmanship by them in terms of the Service Level Agreement (SLA) dated _____ and respective Purchase Order/s -----issued from time to time, if required, at the discretion of the BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").

C. Represented and warranted that the aforesaid supply/services offered to the BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of the BANK.

D. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Service Level Agreement (SLA) with the BANK.

2. One of the conditions of the aforesaid Agreement is that the Indemnifier is required to furnish an indemnity in favour of the BANK indemnifying the latter against all claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to the BANK as also for breach committed by the Indemnifier on account of misconduct, omission and negligence by the Indemnifier.

3. In pursuance thereof, the Indemnifier has agreed to furnish an indemnity in the form and manner and to the satisfaction of the BANK as hereinafter appearing;

**NOW THIS DEED
WITNESSETH AS UNDER:-**

In consideration of the BANK having agreed to award the aforesaid contract to the Indemnifier, more particularly described and stated in the aforesaid SLA, the Indemnifier does hereby agree and undertake that:-

(1) The Indemnifier shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines, on account of misconduct, omission and negligence and also from the environmental damages, if any, which may occur during the contract period.

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

(3) The Indemnifier further agrees to provide complete documentation and data of all equipment/accessories and other software, they are having. The Indemnifier shall also indemnify and keep indemnified the BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments in this regard whether applicable under Indian Jurisdiction or Foreign Jurisdiction.

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

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

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

(7) This indemnity shall survive the aforesaid Service Level Agreement (SLA).

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

(9) This indemnity shall be governed by and construed in accordance with the laws of India. The Indemnifier irrevocably agrees that any legal action, suit or proceedings arising out of or

relating to this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction by way of suit on the judgment/decreed, a certified copy of which shall be conclusive evidence of the judgment/decreed, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) The BANK may assign or transfer all or any part of its interest/claim herein to any other person. The Indemnifier shall not be entitled to assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the BANK.

(11) Bank agrees and undertakes to indemnify Bidder and further undertakes to compensate Bidder in case of any claim accruing to Bidder on account of proven breach of licenses software, beyond the permitted purpose, by authorized officer of Bank.

IN WITNESS WHEREOF the parties herein have set their hands unto these presents the day, month and year above written

Witness:

1)

(Seal and Signature of indemnifier)

2) _____

(Seal & signature of the authorized signatory of the Bank)

Note: The said indemnity shall be affixed with the applicable stamp duty.



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60. Annexure 7:
Undertaking of Authenticity for Products Supplied

Date_____

To,

Dy. General Manager (IT),
Cent Neo, Central Bank of India,
CBD Belapur, Navi Mumbai – 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2023-24:385

With reference to RFP for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services.

We hereby undertake to produce the certificate from our OEM supplier in support of this undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at any time , we agree to take back the Licenses without demur, if already supplied and return the money if any paid to us by you in this regard.

Signature

Name:

Designation:

Seal of Company

Date:

61. Annexure 8:
Undertaking for Acceptance of Terms of RFP

Date_____

To,

Dy. General Manager (IT),
Cent Neo, Central Bank of India,
CBD Belapur, Navi Mumbai – 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2023-24: 385

With reference to RFP for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services

We understand that Bank shall be placing Order to the Successful Bidder exclusive of taxes only.

1. We confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
2. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
3. We here by confirm to undertake the ownership of the subject RFP.
4. We hereby undertake to provide latest product/ software with latest version. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Signature

Name:

Designation:

Seal of Company

Date:

62. Annexure 9: Manufacturer's Authorization Form

Date_____

To,

Dy. General Manager (IT),
Cent Neo, Central Bank of India,
CBD Belapur, Navi Mumbai – 400614

Dear Sir,

We (Name of the Manufacturer) who are established and reputable manufacturers of having factories at,,, and do hereby authorize M/s (who is the Bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of equipment manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We, hereby, extend warranty for the equipment and support services offered for our products supplied against this RFP by the above-mentioned Bidder.

If Bank desires transfer of the warranty and support services, supposed to be delivered by the successful Bidder, to its preferred Bidder, in such a case, OEM should transfer such warranty and support services without any additional cost to the Bank.

Yours Faithfully,

Authorized Signatory

(Name, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the Manufacturer duly signed & seal by an authorized signatory)

63. Annexure 10: Integrity Pact

Integrity Pact

Between

Central Bank of India hereinafter referred to as "The Principal",

And

..... hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the

execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure 22.

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings". (As given in the annexure-22)

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality. In case of sub-contracting, the Principal Contractor shall take all responsibility of the adoption of Integrity Pact by the sub-contractor.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on

the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.

(6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai City.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- FALL CLAUSE

11.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying same/exact product/systems or subsystems/services (i.e. same scope, deliverables, timelines, SLAs & pricing terms) at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
Company Seal	Company Seal
Witness I	Witness II
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

64. Annexure 11: Non-Disclosure Agreement

This Agreement made at _____, on this ____ day of _____ 2022

Between

_____ a company incorporated under the Companies Act, 1956/2013 having its registered office at _____ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as "BANK" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

Thebidder and BANK are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose").

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

1. Confidential Information

"Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show:

(a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,

(b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party,

(c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or

(d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Non-Disclosure

The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to its employees, consultants, auditors, sub-contractors ("Representatives") consultants only if such representatives has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefor.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. Publications

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. Term

This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

5. Title & Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph. The obligation under this clause will not apply where it is necessary to retain any confidential information for the purpose as required by the law or for internal auditing purposes or electronic data stored due to automatic archiving or backup procedures.

7. Remedies

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. Entire Agreement, Amendment and Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Governing Law and Jurisdiction

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai City only.

10. General

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

11. Indemnity

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.

In WITNESS THEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written:

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
Company Seal	Company Seal
Witness I	Witness II
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

65. Annexure 12: Performance Bank Guarantee

To,

Central Bank of India

Mumbai

In consideration of Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as "Purchaser") having agreed to purchase of software, hardware & other components & services (hereinafter referred to as "Goods") from M/s ----- (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the computer hardware, as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the computer hardware and systems as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to ----- - any money or moneys not exceeding a total sum of Rs----- (Rupees----- only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or that would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the computer hardware and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on -----; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. ----- (this date should be date of expiry of Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the

terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

i) Our liability under this Bank Guarantee shall not exceed Rs----- (Rupees-----only);

ii) This Bank Guarantee shall be valid up to -----; (date of expiry) and

iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before----- (date of expiry of Guarantee)

11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.



RFP for Supply, Installation, Implementation, Integration,
Commissioning and Maintenance of Hardware Infrastructure,
Kubernetes based Container Platform and DevSecOps Tools
along with Facility Management Services.
Tender No. CO:DIT:PUR:2023-24:385

Date this -----
day of ----- 2022 at -----
For and on behalf of ----- Bank.
sd/- -----

66. Annexure 13: Bid Security (Earnest Money Deposit)

To,

Dy. General Manager-IT
Cent Neo, Central Bank of India,
CBD Belapur, Navi Mumbai -400 614

Dear Sir,

In response to your invitation to respond to your RFP for _____, M/s _____ having their registered office at _____ (hereinafter called the "Bidder") wishes to respond to the said Request for Proposal (RFP) and submit the proposal for as listed in the RFP document.

Whereas the "Bidder" has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of **Rs 1,00,00,000.00 (Rupees One Crore Only)** as bid security as required to be submitted by the "Bidder" as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount of **Rupees One Crore** without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 1,00,00,000.00 (Rupees One Crore Only)**

2. This Bank guarantee will be valid up to _____; and

3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before _____

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____ .

Yours faithfully,

For and on behalf of _____
Bank Authorised Official

67. Annexure 14: Minimum Technical Specifications

The proposed Platform must meet the following mandatory criteria.

Sr. No.	Requirements	Y/N	Remark
	Hardware Infrastructure		
1	The proposed solution hardware should provide Reliability, Availability and Serviceability (RAS) features/capabilities at the core memory and I/O.		
2	The proposed solution hardware should provide High Availability at Component Level.		
3	Auto scalability – Ability to scale vertically as well as horizontally in the event of spikes in volume and resources like CPU or memory utilization crossing the threshold values. The solution shall allow administrators to manage and reserve resources for a business group to use.		
4	The proposed hardware should be supplied with FIPS 140 - 2 level 3/4 validated Hardware Security Module - HSM.		
5	The supplied HSM should be capable of being virtualized and used by various workloads on the proposed private cloud that require HSM functionality.		
	Kubernetes Based Container Platform		
1	The Platform should provide a Single unified management console for the management of the entire environment including virtualized environment as well as software defined storage environment, Underlying Hardware, replication, Operation Management, micro-segmentation, Kubernetes, Automation and Orchestration tool.		
2	The Platform should be able to define multiple tenants / namespaces which would enable the administrators to create a secure multitenant infrastructure wherein within a Tenant / namespace can have resources, service levels and automation processes that uniquely meet that application's needs.		
3	Proposed Container platform should be able to run on any Public Cloud platform		
4	The proposed Platform must support multiple containers technologies like docker, CRI-O etc.		
5	The proposed Platform shall provide automated provisioning of infrastructure through a unified, web-based, multi-tenant self-service IT service catalogue.		
6	The proposed Platform should provide a single pane of Glass for Lifecycle Management of all Kubernetes clusters deployed on On-Prem Private Cloud.		
7	Container Platform should be able to inspect/deploy all Kubernetes cluster centrally as per Industry Kubernetes CIS standards.		

8	The Platform should have automated server provisioning and operational tasks and also platform should be able to automate infra, app & service deployments with a release pipeline as a capability within the platform i.e. CI/CD pipelines		
9	The Platform should have the capabilities for customization of dashboards. Bidder should also create the required dashboards which are defined under scope of work.		
10	The Platform should provide capability of generating reports for usage, performance, compliance, health, forecasting, capacity, cost optimization etc.		
11	Dashboards must be available to allow different customer to control the behaviour and consumption of the services.		
12	The Platform should be capable of creating custom dashboard with reporting as per customer ease and requirements, Platform should be able to scan/search objects with advanced search option for faster access to require information for trouble shooting		
13	Platform should support Container/Pod to Non Container Server connectivity in cases where one need to access a Database which is not yet Containerized and is outside Kubernetes Cluster.		
14	The Software should support secured AD authentication, and synchronization of user list and profiles between Software and Active Directory setup.		
15	The Platform shall support extensibility capabilities to integrate with other enterprise-critical systems such as load balancers, configuration management databases (CMDBs), ticketing systems, IP address management systems and Domain Name System (DNS) servers.		
16	The Platform should support customization of machine configurations and machine provisioning/management at pod level.		
17	The Platform must be able to automate and configure automated network services like switching, routing, load balancing and security Platform via native integration.		
18	The Platform must be able to integrate with network micro-segmentation Platform to be deployed in the bank for managing physical environment natively without any custom integration.		
19	Container Platform should provide capability to apply consistent policies such as access policy (registry policy, deny all, Ports network policy) and even custom policies to all clusters and namespaces across On-Premise and public clouds deployments.		
20	The Platform must provide the ability to apply security policies and storage limits to a group of Kubernetes clusters that represent an application, rather than to all of the clusters individually.		
21	Platform should have integrated service mesh Platform (eg. ISTIO) for managing and controlling micro services.		
22	Platform Should implement the Kubernetes APIs i.e. 'Network Policy', 'Ingress' and 'Load Balancer' constructs to support Distributed Firewalling, Pod level micro-segmentation and access to Service		
23	The Platform should support both logical networks based on VxLAN		

	and also traditional VLAN based network.		
24	Should have support for content packs for visibility and monitoring of 3rd party infra and devices running the private cloud.		
25	The Platform should have capability for finding object anomalies from standard behaviours and report this before major bottleneck for Platform		
26	The Platform should provide RBAC features across automation and monitoring layer.		
27	The model should include at least three user levels for the Platform (Admin/User/Monitor).Logging all user activity within an account to enable security analysis, resource change tracking and compliance auditing.		
28	The Platform must have an automated upgrade and patching process that allows full administrative control on the selection of software bundles, resources to upgrade and the timing of the upgrades and provide periodic pre-integrated and interoperated tested software bundles for patching and upgrade of the component products.		
29	The automated upgrade process must ensure that the running workloads are not affected by the upgrade and must provide protection through automated workload migrations as the upgrades happen.		
30	The Platform should be capable of maintaining application cluster up to date with the latest release version of container-orchestration system.		
31	The Platform should have the ability to provide application isolation and on-demand creation of security groups based on existing security policies		
32	Should have capability to enforce policies/guardrails for provisioned and discovered resources across organisations and projects. Apply consistent policies (tags, names, lease, power schedule, entitlements, approvals, resource limits) across private cloud set-up).		
33	The Platform should have capability to run both stateful and stateless applications.		
34	Support for policy-based replication of images across geolocation to support no data-lost in case of site-level failures.		
35	The Platform should be available 24*7.		
36	Automatic notification/reporting of application unavailability and critical metrics through mails, SMSs, 3rd party communication apps etc.		
37	The Platform shall provide a software defined security & security virtualization layer that allows faithful delivery of network services in software without dependence on specific make/model of networking devices/appliances.		
38	The firewall-rule table of the Platform should be designed for ease of use and automation with virtualized objects for simple and reliable policy creation.		

39	The Platform should enable integration of third party network and security Platforms such as SOC, PIM, SIEM, SOAR, etc., through open architecture and standard APIs. The bidder shall provide a list of ecosystem vendors that integrate with the framework.		
40	The Platform shall lend itself to network monitoring by supporting standards protocols (for remote network analysis).		
41	The Platform shall provide ready integration with the proposed platform to automate delivery of networking & security services such as switching, routing and firewalling.		
42	The Platform should be capable to provide agentless guest and network introspection services.		
43	The Platform should provide an integrated networking Platform (CNI implementations) as well as provide advance turnkey container networking & firewalling services at Layer 2.		
44	Platform should support for container networking plug-ins, support for pod to pod communication and support for ingress controllers		
45	The Platform should integrate with industry-leading Platforms for antivirus, malware, intrusion prevention, and next-gen security services.		
46	The Platform should be capable of supporting major hardware OEMs.		
47	The Platform should integrate with Kubernetes to provide app-deployment automation L4 Objects (Kubernetes Services)		
48	The Platform should offer comprehensive flow assessment and analytics and security groups and firewall rules suggestion for the purpose of implementing a zero trust security within the datacentre.		
49	The proposed Platform should be a purely software based Platform and should not be dependent on any hardware make and model.		
50	The bidder shall ensure that all proposed components shall have the ability to run on enterprise server infrastructure based on the x86 architecture or equivalent / higher without having any dependence on specific make/model of infrastructure components.		
51	The Platform should provide overlay network & security virtualization and should work on any underlay physical network devices make and topology		
52	The Platform should include Management Cluster including control-plane capabilities		
53	The Platform should enable consistent networking and security across data center sites and across private and native public cloud boundaries, irrespective of underlying physical topology.		
54	The Platform should support Secure VPN between two datacenters and between on-premise to public cloud.		
55	The Platform should provide the ability to provide native application isolation for providing zero trust security for the application and should allow for on demand creation of security groups and policies		
56	The proposed Platform should provide uniform micro segmentation capabilities across micro-services/container based environments		

57	The Platform should have private image registry as well as capability to integrate with public cloud services, and should support self-service provisioning capabilities.		
58	The Platform should provide a stateful/Stateless distributed firewall such that the firewalling for Containers and Servers can be provided closest to the application within the server itself without traffic going to a Physical Firewall		
59	The Platform should provide a stateful/stateless firewall with capability of defining security policies on constructs such as IP address, objects and tags, active directory groups, Security tags etc.		
60	The Management Layer should have provision to have complete network visualization and traffic monitoring (transmitted packets, dropped or error packets etc.) from Virtual NIC to Physical Host NIC and to ToR Switch.		
61	The solution shall provide visibility of network traffic between the Apps, Containers, Pods and at the process level.		
	DevSecOps Pipeline Tools		
1	The proposed Tools must support Native Container Orchestration Solution.		
2	The proposed Tools should support application lifecycle management and workflows with automated orchestration (cloning, re-sizing, snapshot, deletion etc.) across multiple clouds. There should be zero manual intervention in this entire process.		
3	The Tools should provide ability to orchestrate readymade workflows with third-party integrations via APIs to simplify the use of complementary IT service management tools and products.		
4	The Pipeline must be able to integrate application security vulnerabilities detection software.		
5	The Pipeline should have log analytics available in one single management window to make troubleshooting easier.		
6	Automated Generation of Monthly availability report and customized reports required by the end users.		
7	Should automate build, test, release and deploy from continuous and repeatable basis by integrating On- Prem cloud and public clouds across VMs and containers.		
8	Should be able to track artifacts and automate deployment configurations to ensure correct versions are used across all stages of the development lifecycle.		
9	The solution should be able to give a complete security governance across the private, public cloud and also should have recommendation for security like PCI-DSS etc. and also customizable assessment/report for any security standard.		
10	The proposed DevSecOps Tools should support creation of CI/CD Pipeline for any type of application irrespective of the choice of language, library or framework.		
11	The proposed DevSecOps Tools should provide a Single unified management console for the management of the CI/CD Pipeline which includes visualization of build status, logs etc.		

RFP for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services.
Tender No. CO:DIT:PUR:2023-24:385

12	The proposed DevSecOps Tools should have provision to create CI / CD pipelines using GUI editor.		
13	The proposed DevSecOps Tools should be able to be deployed on container as well as non-containerized environment.		
14	The proposed DevSecOps Tools should be able to send automated SMS, email alerts etc. based on CI / CD Pipeline lifecycle events (eg. Build Complete, Build Failure, Testing completion, Deployment etc.)		
15	The proposed DevSecOps Model should have the ability to trigger builds automatically on the CI / CD Pipeline based on configurable Triggers.		

Signature

Name:

Designation:

Seal of Company

Date:

68. Annexure 15: Bidder's Particulars

#	Particulars	
1.	Name of the Bidder	
2.	Address with E mail id, Mobile no. and Pin code	
3.	GST Number	
4.	Bank Details	
5.	PAN Number	
6.	Name of Authorised Person Mobile No: Landline No:	
7.	i. Email ID ii. Alternative Email ID	
8.	Details of Document cost / Tender fee	UTR/Reference No. date & Amount
9.	Details of EMD	BG/UTR/Reference No. date & Amount
10.	Exemption Certificate details (if applicable). Eg: MSME/Udyog Aadhar certificate etc.	Please upload copy of the same along with details

Signature

Name:

Designation:

Seal of Company

Date:

69. Annexure 16: Letter for Refund of EMD

(To be provided on letter head of the Bidder's Company)

Date: _____

To,
Dy. General Manager-IT
Cent Neo, Central Bank of India,
CBD Belapur, Navi Mumbai – 400614

SUB: LETTER FOR REFUND OF EMD

REF : CO:DIT:PUR:2023-24:385 for **Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services**

Sir,

We _____ (Company Name) had participated in the Request for Proposal (RFP) CO:DIT:PUR:2023-24:385 for **Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services**.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows:

Sr. No.	Bidder Name	DD/BG Number	Drawn on BankName	Amount (Rs)

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory

Designation:

Seal of Company

70. Annexure 17: NPA UNDERTAKING

Pro forma of letter to be given by all the bidders participating RFP for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services on their official letter-head

Date: _____

To,
Dy. General Manager-IT,
Central Bank of India, Central Office,
Sector 11, CBD Belapur,
Navi Mumbai - 400614

Sub: RFP for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services

Sir,

We _____ (bidder name), hereby undertake that-

- We have / not have been declared NPA by any Bank in India.
- Further, we do not have any pending case with any organization across the globe which affects our credibility to service the bank.

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

71. Annexure 18: Undertaking letter (Land Border Sharing)

Pro forma of letter to be given by all the bidders participating in the RFP for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services on their official letter-head

Date:_____

To,

Dy. General Manager –IT,
Central Bank of India, Central Office,
Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sub: RFP for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services

Sir,

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

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no.F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/ procurement of goods and services, of any Bidder from a country which shares a land border with India and/ or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we, the Bidder hereby declare and confirm that:

Strike off whichever is not applicable

1. “I/we have read the clause regarding restrictions on procurement from a bidder of the country which shares a land border with India; I/ we certify that _____ is not from such a country.
2. “I/we have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I/we certify that _____ is from such a country. I hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached]”

Further, in case the work awarded to us, I/we undertake that I/we shall not subcontract any of assigned work under this engagement without the prior permission of Bank.

Further, we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our sub-contractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority]"

We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its rights to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

This declaration cum Undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this _____ by _____ 20__

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email & Phone No.:

List of documents enclosed:

1. Copy of Certificate of valid registration with the Competent Authority (strike off if not applicable)
2. _____
3. _____
4. _____

72. Annexure 19: Cover Letter

Date:_____

To

Dy. General Manager-IT
Cent Neo, Central Bank of India,
CBD Belapur, Navi Mumbai – 400614

Sub: RFP for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services

Sir,

1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this bid Offer for 120 days from date of bid (Commercial Bid) opening and our Offer shall remain binding on us which may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the bank in the format prescribed for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

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

73. Annexure 20: Query Format

Queries:

Sr. No.	Page #	Point / Section #	Query	Banks Response (Bidder Should not fill in this column)
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorised Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)

74. Annexure 21: Eligibility Criteria Compliance

Bidder needs to comply with the eligibility criterion mentioned below. Non-compliance with any of these criteria 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 whatsoever.

Sr.	Eligibility of the Bidder	Documents to be submitted	Compliance (Y/N)
15.	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder	
16.	Bidder should be registered under G.S.T. and/or tax registration in state where the bidder has a registered office	Proof of registration with GSTIN	
17.	The bidder must have an annual turnover in India of INR 100 crores per annum in the last three financial years (i.e. 2020-21, 2021-22, 2022-23) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies	Copy of audited Balance Sheet and Certificate of the Chartered Accountant.	
18.	The bidder should have made net profit after tax in at least two financial years out of last three financial years (i.e. 2020-21, 2021-22, 2022-23).	Copy of audited Balance Sheet and Certificate of the Chartered Accountant.	
19.	The bidder should have positive net worth in last three financial years (i.e. 2020-21, 2021-22, 2022-23).	Certificate of the Chartered Accountant.	
20.	Bidder should have deployed the Kubernetes based Container Platform in at least 1 Scheduled Commercial Bank with at least 500 Branches in India within last 3 years.	Purchase Order along with (sign off document / reference letter).	
21.	The proposed Kubernetes based Container Platform solution should	Purchase Order along with (sign off document / reference letter).	

Sr.	Eligibility of the Bidder	Documents to be submitted	Compliance (Y/N)
	have been deployed in at least 1 Scheduled Commercial Banks with at least 500 Branches in India within last 3 years.		
22.	At the time of bidding, the Bidder should not have been blacklisted/ debarred by any Govt. / IBA/ RBI/ PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order.	Submit the undertaking self-declaration on Company's letter head	
23.	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder / OEM and the Bank regarding supply of goods/ services	Submit the undertaking self-declaration on Company's letter head	
24.	Bidder/OEM should not have - NPA with any Bank /financial institutions in India - Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank	Submit the undertaking self-declaration on Company's letter head	
25.	Bidder/ OEMs should have service/ support infrastructure at both Mumbai and Hyderabad and should be able to provide efficient and effective support.	Submit the undertaking self-declaration on Bidder's and OEM's letter head	
26.	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate	
27.	The Bidder should be a Certified & Authorized or GSI (Global System Integrator) partner of the OEM of the offered Hardware Infrastructure and Container Platform.	Copy of MAF from OEMs as per format (Annexure-8) to be submitted and confirmation from OEMs confirming the partnership level of the Bidder separately for Hardware Infrastructure and Container Platform.	
28.	Exemption of EMD amount and document cost for MSMEs.	The bidder having MSME (Micro and Small Enterprises) OR NSIC Certificate valid as on the date of submission of bid, will be exempted from EMD amount. Copy of certificate should be submitted by bidder.	

The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.

*CBI reserves the right to verify references provided by the Bidder independently. Any decision of CBI in this regard shall be final, conclusive and binding up on the bidder. CBI may accept or reject an offer without assigning any reason whatsoever.

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
3. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.
4. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
5. If an agent submits a bid on behalf of the Bidder/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.
6. Scheduled Commercial Bank does not include Payments Bank, Cooperative Banks or RRBs.
7. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - a. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.*
 - b. *If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'*

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

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

75. Annexure 22:

Guidelines on banning of business dealing

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

Sr. Contents

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2. Scope
3. Definitions
4. Initiation of banning / suspension
5. Suspension of business dealing
6. Ground on which banning of business dealings can be initiated
7. Banning of business dealings
8. Removal from list of approved agencies –suppliers/contractors
9. Show-cause notice
10. Appeal against the competent authority
11. Review of the decision by the competent authority
12. Circulation of names of agencies with whom business dealings have been banned

1. Introduction

1.1 Central Bank of India, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / Buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other.
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) For Bank (entire CENTRAL BANK OF INDIA) wide Banning, Executive Director (BSD) shall be the "Competent Authority" for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the "Appellate Authority" in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA "Executive Directors Committee" (EDC) shall be the "Competent Authority". The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.

d) For Zonal Offices Only

Any officer not below the rank of Deputy Dy. General Manager appointed or nominated by the Head of Zonal Office shall be the "Competent Authority" for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the "Appellate Authority" in all such cases.

e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of BSD shall be the "Competent Authority" and concerned Executive Director (BSD) shall be the "Appellate Authority".

f) Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit/Corporate Vigilance may also be competent to advise such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the

interest to continue

business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (BSD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure:-

- i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
- ii) Based on the complaint forwarded by ED (BSD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, BSD to place it before Executive Directors Committee (EDC) with ED (BSD) as Convener of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, BSD.
- iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, BSD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which

Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrant;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;

6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging / forging / tampering of documents;

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or it's official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency should apply throughout the Bank Including Subsidiaries.

7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of Dy. General Manager / Dy. Dy. General Manager each from Operations, Law & BSD. Member from BSD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (BSD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. BSD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (BSD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

After considering the reply of the Agency and other circumstances and facts of the case, ED (BSD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

- Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- Based on the complaint forwarded by ED (BSD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive

Director, BSD to place it before "Executive Directors Committee" (EDC) with ED (BSD) as Convener of the Committee.

- The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, BSD.
- If EDC opines that it is a fit case for initiating banning action, it will direct ED (BSD) to issue show-cause notice to the agency for replying within a reasonable period.
- On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (BSD) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by ED (BSD).

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from Competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9 Show Cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11 Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

12 Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents

76. Annexure 23: List of Hardware and Software Components

Date_____

To,
Dy. General Manager-IT
Cent Neo, Central Bank of India,
CBD Belapur, Navi Mumbai – 400614

SUB: List of Software and Hardware Components required for implementation

RFP NO: CO:DIT:PUR:2023-24:385 Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services

Dear Sir,
The below software are proposed for implementation of scope mentioned in RFP. If Bank would like to procure the below licenses (Complete or partial) independently, we will support and co-operate with Bank for procurement of licenses in line with CVC guidelines.

Sr. No.	Software / Tool or Component Required	OEM Name	Justification (Why Software is needed)	Licensing Metric for software (User Based/ Processor Based/ any other)

The below Hardware items are proposed for implementation of scope mentioned in RFP. If Bank would like to procure the below items (Complete or partial) independently, we will support and co-operate with Bank for procurement of licenses in line with CVC guidelines

Sr. No.	Hardware Item or Component Required	Quantity	OEM Name	Size of Hardware for provisioning Racks space	Number of Power Inputs and Power consumption for device

Date:
Place:
Signature of Authorized Signatory:
Name of Signatory:
Designation:
Seal of Company:

**77. Annexure 24:
Undertaking for 5 Year Roadmap**

Date_____

To,
Dy. General Manager-IT
Cent Neo, Central Bank of India,
CBD Belapur, Navi Mumbai - 400614

**Subject : RFP CO:DIT:PUR:2023-24:385 for Supply, Installation, Implementation,
Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes
based Container Platform and DevSecOps Tools along with Facility Management Services**

Sir,

We, _____ hereby confirm that as a prime bidder and the product
provider, we would deliver, install and maintain the solution. We also
commit to support the solution for a minimum period of 5 years and extendable for another 3
years.

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

78. Annexure 25: Proposed Team Profile

S.NO	Type of work	Name of team members	Qualification & certification	Previous Banks where team member was associated	Duration of team member association	No. of years of experience

We hereby acknowledge that the information provided by us is true and to the Best of our Knowledge

Place:

Date:

Seal and signature of the bidder

79. Annexure 26:
Certificate for RFP cost waiver for MSME/NSIC firms

(In Letter head of Chartered Accountant)

Date: _____

This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.2020/2021. Further we certify that the Company is classified under SME as per MSME Act 2006.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name

Signature

Name

Reg. No.

VID NO.

Seal of the
firm

80. Annexure 27:
Details of past experiences of handling similar project

Name of the Bidder _____

Sl. No.	Name of the Client	Purchase Order/Indent Number & Date	Date of completion of delivery as per contract as well as Actual		Contact person • Name • Tel. No. • Fax No. • Address	Total Amount of Order
			As per contract	Actual		

Date: _____

Place: _____

Note – Bidder is required to provide supporting documents such as credential letters, PO and proof of completion of work, copy of agreement etc.

81. Annexure 28:
Format for Local Content

CERTIFICATION FOR LOCAL CONTENT

To,
Dy. General Manager-IT
Cent Neo, Central Bank of India,
CBD Belapur, Navi Mumbai - 400614

Ref: Your RFP CO:DIT:PUR:2023-24:385 for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services

Bidder Name:

This is to certify that proposed RFP 385/2023-24 for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services is having the local content of _____% as defined in the above mentioned RFP and amendment thereto.

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

Signature of Statutory Auditor/Cost Auditor

Registration Number :

Seal

Countersigned by the bidder:

Bidder – (Authorized Signatory)

82. Annexure 29: Undertaking Of Information Security

(This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

Date:_____

To,
Dy. General Manager-IT
Cent Neo, Central Bank of India,
CBD Belapur, Navi Mumbai - 400614

Subject: RFP CO:DIT:PUR:2023-24:385 for Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services

Sir,

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Also, undertake that the proposed solution / software to be supplied will be complying to Bank's Information Security Policy (of the version of the application being delivered as well as any subsequent versions/modifications done). And new IS requirement will be compiled within the timeline set by Bank / Regulatory agencies.

Authorized Signatory Name:

Designation:

Vendor's Corporate Name Address

Email and Phone

83. Annexure 30:

Guidelines, Terms & Conditions and Process Flow for Reverse Auction

Business Rules for Reverse Auction

1. Any Bidder, whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price. For the purpose of arriving at Start Bid price the Bank will take into cognizance the indicative rates offered by the Technically Qualified Bidders in which process the Bidder will not be involved. There would however be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.
2. A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.
3. In case the lowest bidder fails to honour their commitment given during reverse auction event, action as deemed fit shall be taken.

Reverse Auction Event Information

The short listed Bidders after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by the Bank.

Date for Reverse Auction training: Will be informed after Technical Evaluation of bids.

Date and time of reverse auction: Will be informed after Technical Evaluation of bids.

Terms & Conditions of Reverse Auction

4. **TRAINING:** An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.
5. **LOG IN NAME & PASSWORD:** Each technically qualified 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. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.
6. **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.
7. **LOWEST BID OF BIDDER:** In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder's final offer to sell.
8. **AUCTION TYPE:** The Bidders will be able to view the rank of different Bidders. The Bidder will be able to view the current lowest price on the portal.
9. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields:
 - Leading Bid in the Auction
 - Bid placed by You
 - Auction Opening price and bid decremental value
 - Your rank in the auction
10. **MASKED NAMES:** The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to Central Bank of India with the original names displayed.

11. GENERAL TERMS &

CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the auctions site (of the agency concerned, using the Login IDs and passwords given to them).

12. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
- The Bidder shall not divulge either his Bids or any other exclusive details of Central Bank of India to any other party.
- Central Bank of India decision on award of Contract shall be final and binding on all the Bidders.
- Central Bank of India can decide to extend, reschedule or cancel any Auction. Any changes made by Central Bank of India after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- Central Bank of India and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- Central Bank of India and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to Central Bank of India. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Bidders.

Auction Format	ENGLISH REVERSE NO TIES AUCTION There is only 1 Bidder at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. A Bidder here can revise his bids. The revised price should be lower than the L-1 price at that point of time.
Bidding Process and Timeline	You should complete the following steps: Participate in the training Program for bidding by the agency appointed by the Bank on the dates mentioned in this document. You should be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event.
Start bid price	Start bid price is the upper / ceiling price of the contract value fixed by Central Bank of India for the reverse auction event. Bidders can bid only lower than the start bid price. Start bid price shall be available to the Bidders during the start of the auction on the auction site.
Bid Decrement	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the Bidders during the start of the auction on the auction site.
Bid Price in reverse Auction	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
Auto Bids	Auto Bid function shall be disabled during the e- procurement auction

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Auction Duration	The auction will be of half an hour (30 Minutes) duration. In case there is a bid by any Bidder within last 10 minutes of closing of the auction (i.e. 20 th Minutes to 30 th Minutes), then the auction will be extended by another 10 minutes from the time of the last bid (i.e. if a bidder places a bid on 24 th Minute, then the auction time will be extended till 34 th Minute). Such extension will be allowed to continue till no bid is placed within 10 minutes of the last bid. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
Price Bid evaluation and award of purchase order	☐ At the end of reverse auction process, L1 of Reverse Auction will be identified. ☐ Central Bank of India reserves the right to reject any or all the bids without assigning any reason whatsoever.

The above terms and conditions are acceptable to us.

Seal of the Bidder

Signature of the Bidder

Annexure -30(a) Reverse auction process-Agreement

To,
Dy. General Manager-IT
Cent Neo, Central Bank of India,
CBD Belapur, Navi Mumbai – 400614

Sub: **Agreement to the Online Bidding Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the E-procurement Auction Annexure enclosed with the RFP document of Central Bank of India for RFP for - Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services at DC & DRC.

This letter is to confirm that:

- The undersigned is authorized representative of the Company.
- We confirm that we have changed our password after first login.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of Bank and confirm our agreement to them.
- We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- We confirm that Bank and the agency India shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the auction event.
- We understand that in the event we are not able to access the auction site, we may authorize the agency to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Central Bank of India or the agency appointed by The Bank regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- I/we do understand that the agency may bid on behalf of other bidders as well in case of above- mentioned exigencies.
- We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company Seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization – Sign this document and Fax it to the agency.

DECLARATION by the BIDDER



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We hereby undertake and agree to abide by all the terms and conditions stipulated by The Bank in the RFP for *Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services.*

Seal of the Bidder

Signature of Bidder

Annexure -30(b) Reverse auction process -Indemnity

LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD

To,
Dy. General Manager-IT
Cent Neo, Central Bank of India,
CBD Belapur, Navi Mumbai - 400614

Sir,

We refer to our bid for your RFP No. **CO: DIT: PUR: 2022-23:**_____dated _____for - RFP for **Supply, Installation, Implementation, Integration, Commissioning and Maintenance of Hardware Infrastructure, Kubernetes based Container Platform and DevSecOps Tools along with Facility Management Services.**

We, _____(Company) hereby undertake to indemnify Central Bank of India and agree to protect and hold The Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc.

The Bank undertakes to:

- (i) give prompt notice to the Bidder concerning the existence of the indemnifiable event;
- (ii) Grant authority to the Bidder to defend or settle any related action or claim; and,
- (iii) Provide, at the Bidder's expense, such information, cooperation and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. Bank's failure to give prompt notice shall not constitute a waiver of The Bank's right to indemnification and shall affect the Bidder's indemnification obligations only to the extent that the Bidder's rights are materially prejudiced by such failure or delay.

Notwithstanding anything to the contrary set forth herein,

- (i) The Bank may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and
- (ii) The Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to The Bank or increase the obligations assumed by The Bank under this Agreement, without the prior written consent of The Bank.

If the Bidder elects not to defend any claim, The Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Bidder, and shall be entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by The Bank provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by The Bank, the Bidder shall promptly reimburse The Bank for all costs, expenses, settlement amounts and other damages.

In the event of any loss or damage on account of error in reconciliation, any reason whatsoever, Bidder shall be liable to The Bank for each such event and in respect of each occasion at which such event occurs. If The Bank is in a position to recover a part of or the entire amount of loss suffered by The Bank from its insurance claims and provided that the Bidder has



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reimbursed The
Bank of the entire loss, the amount recovered by The Bank from the insurer shall be refunded
to the Bidder.

Bidder is also liable to bear any losses for failure on part of the bidder that bank or
customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent
transactions going unnoticed on account of reconciliation failure, security procedures or
standards. The Bidder shall adequately compensate the bank for any loss occurred to the bank
due to the any system/Procedure/Service lacuna of the outsourced agency.

Yours faithfully,

(Authorized signatory and company stamp)

Full name and Designation of authorized signatory

Date:
