



Central Bank of India

Department of Information Technology

Tender No. CO:DIT:PUR:2023-24:394

Request for Proposal (Bid) Document

For

**Supply, Implementation and Maintenance of Private Cloud Infrastructure,
Backup Solution, and Supporting Applications in the Bank**

Date: 21/11/2023

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List of Abbreviations

AMC	Annual Maintenance Contract
APM	Application Performance Management
ATS	Annual Technical Support
BOM	Bill of Material
CBI	Central Bank of India
DB	Database
DC	Data Centre
DRC/ DRS	Disaster Recovery Centre/ Site
EMD	Earnest Money Deposit
EMS	Enterprise Management System/Solution
EPP	End Point Protection
FY	Financial year
GSI	Global system integrator
GST	Goods & Service Tax
HLD	High Level Design Document
IT	Information Technology
ITAM	IT Asset Management
LLD	Low Level Design Document
LLP	Limited Liability Partnership
MAF	Manufacturer Authorization Form
MSME	Micro, Small & Medium Enterprise
NEFT	National Electronic Funds Transfer
NS	Near Site
OEM	Original equipment manufacturer
PBG	Performance Bank Guarantee
PO	Purchase order
PSE	Public Sector Enterprise
PSU	Public Sector Undertaking
RBI	Reserve Bank of India
RFP	Request for Proposal
RTGS	Real Time Gross Settlement
SAN	Storage Area Network
SAS	Serial attached SCSI
SDR	Single Data Repository
SI	System Integrator
SPOC	Single Point of Contact
SSD	Solid state drive

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 4617 plus branches spread across India, intends for select a bidder for Supply, Implementation and Maintenance of Private Cloud Infrastructure, Backup Solution and Supporting Applications at DC and DRC.

Bank invites online tender offers (Technical offer and Commercial offer) from eligible, reputed Bidders for Supply, Implementation, Configuration and Maintenance of Private Cloud Infrastructure, Backup Solution, and Supporting Applications at DC and DRC.

A complete set of tender documents may be purchased by eligible bidders on payment of non-refundable amount of ₹1,10,000/- (Rs. One Lakh Ten thousands 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:2023-24:394 in favour of "Central Bank Of India" and payable at Mumbai/Navi Mumbai. 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.

The Contract Period shall be for 5 years from the date of installation of respective Hardware and commissioning of respective Software and services by Bank. Bank has the option for extending the AMC/ATS of the in scope components for additional 2 years after expiry of the contract at the same cost of 5th year AMC/ATS of this tender.

Bank reserves the right to issue a repeat order for any of the components or services at the same price subject to a maximum of 25% of ordered cost/quantity during the Contract period.

The details are given below:

Tender Reference Number	CO:DIT:PUR:2023-24:394
Cost of RFP: Non-Refundable	₹1,10,000/- (Rs. One Lakh Ten Thousand Only) including taxes
Date of RFP Issue	21/11/2023
Bid Security (EMD)	An amount of Rs.2,20,00,000/- (Rs. Two Crore Twenty Lakh 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 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:2023-24:394 in favour of "Central Bank Of India" and payable at Mumbai/Navi Mumbai.
e-mail IDs for sending queries and Last Date for submission of queries	smcbswindows@centralbank.co.in, smitd@centralbank.co.in , smsunteam@centralbank.co.in, purcppco@centralbank.co.in,

	cmitd@centralbank.co.in, latest by 28/11/2023 up to 11:00 hrs. Queries to be submitted with Proof of remittance of document/Tender cost
Date and time for Pre-Bid Meeting,	29/11/2023 at 11:30hrs.
Last Date and Time submission of Bids Mode of bid submission & online portal's URL	21/12/2023 up to 15:00 hrs. Mode-Online URL: https://centralbank.abcprocure.com/EPROC
Time & Date of Opening of technical bids	21/12/2023 at 15:30 hrs.
Response Types	1.Document Cost plus Bid Security/EMD 2.Commercial Bid
Address for Communication	General Manager-IT Central Bank Of India Department Of IT (DIT), Plot no-26, Sector-11, CBD Belapur, Navi Mumbai- 400614 Mail address: smitpurchase@centralbank.co.in cmitd@centralbank.co.in smsunteam@centralbank.co.in
Contact Telephone Numbers	022- 27582301, 67123669, 67123610

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 MSE 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 MSE by email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated email ID 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 are also exempted from payment of earnest money deposit upon submission of valid MSE 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.

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.

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:

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
Bidder's Financial Strength			
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 bidder has a registered office	Proof of registration with GSTIN	
3.	The bidder must have an annual turnover in India of INR 200 Crore 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 for preceding three FYs.	
4.	The bidder should have made operating profits in at least two financial years out of last three financial years. (i.e. 2020-21, 2021-22, 2022-23) and in case of operating loss; bidder should provide security amount of 20% of Contract value for Contract period in the form of Bank Guarantee over and above 10% of Regular Bank Guarantee for Performance.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FYs.	
5.	The bidder should have a positive net worth in last three financial years. (i.e. 2020-21, 2021-22, 2022-23)	Certificate of the Chartered Accountant for preceding three FYs.	
Bidder and OEM Experience			
6.	The Bidder should be a certified or an Authorized partner of the OEM of the offered solution	Copy of MAF from OEMs as per format (Annexure 8) to be submitted, and confirmation from OEMs confirming the partnership level of the Bidder	
7.	Bidder/ OEMs should have service/ support infrastructure at Mumbai/ Hyderabad and should be able to provide efficient and effective support.	Submit the undertaking self-declaration on Bidder's and OEM's letter head	
8.	Bidder should have composite experience of having Supplied & implemented - 1. Server Backup Software Solution and	Credential letter OR Copy of Purchase order/ Contract	

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
	2. Internal Private Cloud Infrastructure with x86 Hardware, in at least one Scheduled Commercial Bank / BFSI /PSU/Govt. Organisation in India in last 5 years.	copy	
9.	Each proposed OEM product should have been implemented in at least One Scheduled Commercial Bank/BFSI having minimum 1000 Office/Branches in India in last 5 years. 1) Disk Based Primary Backup Hardware 2) Object Based Storage, 3) Tape Library 4) Desktop Backup Solution 5) Batch Job Automation Processing Solution, 6) Domain User Administration Privileges 7) Remote Access Control Management Software 8) Orchestration DR Drill Management Tool 9) Internal Private Cloud Infrastructure 10) Virtual Desktop Infrastructure (VDI) 11) Access Management Solution	Credential letter OR Copy of Purchase order/ Contract copy	
10.	Server Backup Software Solution proposed OEM product should have been implemented on Core Banking Solution Database in at least One Scheduled Commercial Bank having minimum 1000 Office/Branches in India in last 5 years.	Credential letter OR Copy of Purchase order/ Contract copy	
Bidders Compliance			
11.	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. Self-declaration to that effect should be submitted along with the technical bid.	Submit the undertaking self-declaration on Company's letter head	
12.	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 or OEM and the Bank regarding supply of goods/services	Submit the undertaking self-declaration on Company's letter head	
13.	Bidder/OEM should not have - • NPA with any Bank /financial institutions in India • Any case pending or otherwise, with	Submit self-declaration on Company's letter head.	

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
	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		
14.	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	

Note: In case of unaudited balance sheet for the Financial Year 2022-23, bidder needs to submit copy of Provisional Balance Sheet along with copy of CA Certificate for the Financial Year 2022-23.

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.

Central Bank of India 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. Scheduled Commercial Bank does not include Payments Bank, Cooperative Banks or RRBs.
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 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.'*

3 Bid Security (Earnest Money Deposit-EMD)

An amount of Rs. 2,20,00,000/- (Rupees Two Crore Twenty Lakh 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:2023-24:386in favour of “Central Bank Of India” and payable at Mumbai/Navi Mumbai.

4 Performance Bank Guarantee(PBG)

- 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 for Performance Bank Guarantee, for 10% of the total project cost valid for 66 months, (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 of operating loss (as per eligibility criteria Point No. 4), bidder is required to submit PBG for 30% of the total project cost valid for 66 month.
- 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 ATS 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.

6 Manufacturer's Authorization Form

Bidders must submit a letter of authority from their manufacturers, as per format given in Annexure, that they have been authorized to quote OEM Product.

7 Scope of Work

7.1 Scope Summary

1. Central Bank of India intends to select a proven & experienced Bidder to Supply, Implement, Configure and Maintenance of Private cloud, Backup Solution, and Supporting Applications at the Bank's location.
2. Bank envisages refresh/augmentation/new purchase of its existing and new applications as per below details-
 - 1) Backup Solution for CBS Data, VM, Container etc.
 - 2) Disk Based Primary Backup Hardware
 - 3) Object Based Storage for Backup Archival and other Applications
 - 4) Tape Library for long term retention
 - 5) Desktop Backup System
 - 6) Batch Job Automation Processing Solution,
 - 7) Domain User Administration Privileges Management
 - 8) Remote Access Control Management Software,
 - 9) Orchestration DR Drill Management Solution,
 - 10) Internal Private Cloud Infrastructure and software
 - 11) Virtual Desktop Infrastructure (VDI)
 - 12) Access Management Solution

Bidder is required to Supply, Install/Implement, Configure and Maintain the following components for the period of contract:

Table - 1

S.No.	Software Details	Qty	Existing / New
1	Backup Software	2	Existing EMC Dell Networker, Augment / NEW
2	Disk to Disk (D2D) Backup Solution for CBS Data, VM, Container etc.	2 (DC – 1, DR - 1)	New
3	Object Based Storage for Backup and Applications (4.7 PB usable at DC, 4.7 PB usable at DR)	2	New
4	Tape Library(LTO-9 (Drives - 15), LTO – 7 (Drives - 5))	2	New

5	Desktop Backup System	2000	Existing Commvault, Augment / New
6	Batch Job Automation Processing Tool	EOD Automation	New Solution
7	Domain User Administration Privileges Solution	100 Concurrent	New Solution
8	Remote Access Control Management Software	100 concurrent	Existing Broadcom ITCM /New Solution
9	Orchestration - DR Drill Management Tool,	10 Applications	Existing Sanovi, New DRM tool for other Applications
10	Internal Private Cloud Infrastructure for Existing/ New Applications	4224 Cores (DC – 2112, DRC – 2112)	New
11	Virtual Desktop Infrastructure (VDI)	250 Named Users	New
12	Access Management Solution	36000 Users	Existing Quest Identity Management, New Solution for Access Management for Single Sign On (SSO) , 2 factor Authentication and Role Based Access Control (RBAC)

3. Bank expects bidder to Augment, supply, install, implement and provide comprehensive onsite warranty & AMC/ATS support for the proposed hardware and software along with its subcomponents, as mentioned in Annexure 2: Commercial Bill of Materials, for the period of contract. Bidder is, also, required to deliver all hardware, software and its sub-components at Bank's location in-line with delivery schedule and implementation timelines mentioned in Section 8.
4. In-depth scope of work is outlined in Section 7 – “Scope of Work” of this RFP document. Bank seeks comprehensive proposals from the bidders who have capabilities to meet Bank's requirements and have a serious interest in providing the required services. This RFP provides information on Bank, scope of work and instructions for the preparation and submission of the RFP response.
5. Term of the contract shall be for a period of 5 years from the day of installation acceptance of respective hardware, software and services by the Bank. Bank has the option for extending the AMC/ATS of the in scope components for additional 2 year after expiry of the contract at the same cost of 5th year AMC/ATS cost of this tender.
6. Bank reserves the right to issue a repeat order for any of the component or services at the same price subject to a maximum of 25% of ordered Price/Quantity during the Contract period.
7. Bidder shall be responsible for following:
 - Supply of hardware along with associated software, database and any other required application software necessary for implementation, installation,

integration and Cabling for both LAN and SAN, at the stipulated locations of Bank.

- End-to-end installation and implementation of hardware, software licenses and Cabling, as mentioned in Annexure 2: Commercial Bill of Materials, at Bank's identified locations including configuration and customization requirement.
 - Integration, if any, with Bank's existing application platforms, server and storage environment, enterprise network, security solutions, ticketing tools etc.
 - Adherence to Service Level Agreements (SLA) as mentioned in this RFP document and periodic monitoring and reporting of the same to Bank.
 - Provision of comprehensive onsite warranty, AMC/ATS post warranty period is over and maintenance of the in-scope components for the tenure of the contract
8. Procurement of the application software and other in-scope components would be at Bank's discretion. Bank is not liable or bound to procure all the solutions mentioned. Bank may ask for staggered delivery of some of the components mentioned in the RFP. Details of the same would be shared with the Successful Bidder at a later stage. Bank may undertake phase wise procurement, supply, installation, and implementations of the solution(s) and its licenses.
 9. Bank may procure products with required quantity (not limited to specific number) and may remove any solution at any stage, at its sole discretion, from in-scope proposed solutions that are part of this RFP.
 10. Considering the nature of the applications, it may happen that the bidder may propose a solution suite consisting of multiple features, functionalities suiting to the RFP requirements and in compliance of RBI cyber security and Outsourcing Circulars. The bidder shall provide the solutions with all such features (over and above to technical specifications) without any extra cost to the Bank. All the available functionalities should be available to the Bank. The bidders shall include all necessary expenses in complete cost of the respective line items of the solution in Annexure 2: Commercial Bill of Materials. All costs shall be included in the line items only.
 11. The bidder shall provide complete services for the applications under the scope including installation, implementation, integration, management, maintenance, support, audit compliance and knowledge transfer.
 12. The solution shall include all components and subcomponents like software licenses, accessories, and the bidder should supply other components at no extra cost to the Bank (required for commissioning of the solution as a part of RFP).
 13. The bidder shall replace and upgrade the out-of-support, out-of-service, end-of-life (EOL), End of Support (EOS) undersized infrastructure elements as soon as the respective OEM announced the same at no additional cost to the bank throughout the 5 years of contract period. The bidder shall carry out such Replacement & upgradation of components (Appliance & Software) before due date. Failure to replace within three months of intimation by Bank will be treated as violation of SLA, Bank will procure the new solution as same, and cost will be deducted from payables/ payments as penalty or by invoking performance guarantee.
 14. During the period of the contract, all upgrades/updates or requirements in hardware, software, licensing, implementation of upgrades/patches/version changes etc., due to whatsoever reason including but not limited to EOL or EOS, shall be done by the bidder within stipulated time but not later than one month without any additional cost

to the bank. EOS/EOL solution will not be accepted and if any solution is declared EOS/EOL during the period of contract, the bidder shall do the necessary upgrade to the latest version at no additional cost to the Bank and with minimum downtime, at no additional cost to the Bank.

15. The bidder should inform to the bank if any new version/update/service pack/upgrade of the proposed solution is released by OEM, within seven (7) days of such release and provide the upgraded solution within one month of such release without any cost to the bank covering all parts, labour and accessories at the respective locations (DC and DR) of the Bank during the period of the contract. Bidder has to factor in UAT setup for the inscope applications in the RFP. For the UAT setup bidder has to provide extra licenses over the licenses mentioned in the Bill of Material Annexure -2.
16. The bidder shall follow all respective technical/statutory guidelines, validations should be implemented, checked & verified, and related reports including SOP, Software Integrity Certificate and VAPT Clearance must be submitted, duly certified by OEM to the Bank for sign off the successful installation.
17. Post installation of Solution with its components including OS, VA & PT (Vulnerability Assessment & Penetration Testing) shall be conducted, and Bank Information Security Team will provide a report to the Successful Bidder. All findings/issues pointed out in the report to be complied/fixed before commissioning and sign-off of the software (All components i.e. operating System, Database, application). The InfoSec Team and Other statutory authorities conduct review/ audit of the solutions time to time. All such Audit reports including VAPT Reports to be complied / attended by bidder/OEM within the timelines, during the entire period of contract also conduct periodic review audit of the database and application.
18. The solution deployment should be compliant with Bank's IT Security policy and Cyber policies, internal guidelines, regulatory standards and countrywide regulations and laws from time to time.
19. The proposed Solution should integrate with Bank's platforms like Security Operation Centre (SOC), Preventive Identity Management (PIM), Security Incident Event Management (SIEM) and Security Orchestration, Automation and Response (SOAR) to meet security and compliance requirements as and when required.
20. The bidder must provide detailed architecture of the proposed solution/ every module along with installation and administration guide, which must include high-level design (HLD), and Low Level Design (LLD) along with Technical bid. Architecture Diagram of proposed & implemented solution as actual in the Bank environment.
21. The Proposed solution should be free from any kind of vulnerabilities and as and when vulnerabilities are notified by the auditor, Bank, regulators, Govt. of India or any other Govt. agencies, it should be patched within prescribed time with no cost to bank within the contract period.
22. The bidder shall do regular backup of the solutions as per the defined Bank's backup policy.
23. The Bidder shall be responsible for delivering the solution and its support post implementation. The proposed solutions should be integrated with Banks existing and new Security Solutions. The integration with Bank's existing security solutions will be in the scope of bidder with no extra cost to the Bank. In case, if any OEM can't integrate with a third party monitoring tool for an OEM product, then the bidder needs

to bundle OEM tools in his response to the bid. (Performance, Availability, Patching, Monitoring, Dashboard with Graphical representation)

24. Deployment of solution requires coordination with different service provider / project application vendors. The bidder shall coordinate with all solution providers/ vendors while installing and ensure installation and commissioning for running the application.
25. The bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc. and Integrity certificate should be submitted to the bank as per the related format.
26. The Proposed Solution should support all heterogeneous OS, Database, Hypervisor Platforms etc.
27. The proposed solution must have redundancy at all levels e.g. network redundancy (for management network interfaces) and power-supply redundancy at hardware/ software level required to achieve the high availability/ redundancy as per defined SLA/uptime.
28. The critical data / database should be stored in encrypted form
29. Proposed solutions should have very high-scale architecture on a platform that scales efficiently. The solution should also support 64-bit architecture environments for high scalability. Solution should support installation on Windows and various flavours of the Linux environment. Solutions should have extensible architecture for easy integration and automation. Solution installation should support Virtual cloud for easy, deployment and building on premises. Should support multiple-deployment options - centralized, distributed and hybrid deployments with option for a centralized operations console view. The architecture should support High Availability inbuilt into the product.
30. The bidder shall supply all modules, Software Applications with required licenses and do the installation, integration configuration & deployment of the solution at the Bank's DC and DR Site.
31. The Annual Maintenance cost should be minimum 8% per year of the cost of respective Product cost
32. The Annual Technical Support should be minimum 20% per year of the cost of Product/ Service/ License
For example-

- If the solution cost for a particular item is Rs.100 as quoted for specific solution. In that case, AMC cost of Solution shall be of minimum 8 % of total cost of solution cost for that item i.e. Rs. 8 per year. And AMC cost for two years should be minimum = $8 \times 2 = 16$ % of total solution cost as quoted for respective line items.
 - If the solution cost for a particular item is Rs.100 as quoted for specific solution. In that case, ATS cost of Solution shall be of minimum 20 % of total cost of solution cost for that item i.e. Rs. 20 per year. And ATS cost for four years should be minimum = $20 \times 4 = 80$ % of total solution cost as quoted for respective line items.
33. The bidder has to provide Facility Management services at Central Bank of India DC & DR locations or any other location where centralized operation is proposed in

future by deploying the professionals to support 24x7x365 days basis with shift duty hours for managing and maintaining the solution mentioned in this RFP.

34. The bidder would be responsible for updates, patches, bug fixes, version upgrades, firmware upgrade.
35. Bidder is required to provide details of each individual proposed hardware, application software and other in-scope components along with its associated hardware & software and any other component/service necessary for installation and implementation, as mentioned in Annexure 2: Commercial Bill of Materials
36. All necessary Racks, Power strips, Power cables, Network cables, Fibre cables and any other components required for successful implementation of the solution are to be supplied and commissioned by the Successful Bidder at no additional cost to the Bank.
37. Post implementation of the solutions, the scope of successful bidder contains support for the following activities, but not limited to, from time to time, in relation to maintenance and upgrades/updates/patches:
 - Firmware/ IOS Upgrades / up to date patching,
 - Faulty Parts replacement,
 - Hardware System monitoring,
 - Troubleshooting & Performance Tuning,
 - Operating System Upgrades,
 - Upgrades of supplied software,
 - Advisories on software upgrades & vulnerabilities,
 - Support during DR Drills,
 - OS Administration & patching as per OEM guidelines
 - VA / PT Compliance/Audit /Review as per Bank's requirement /Statuary guidelines
 - Any support required to make system & solution up and running as per SLA.
38. The list mentioned above is the indicative list; however, the successful bidder should provide end-to-end support and repair for any activities and resolution of any issues related to new deployment without any extra cost to the Bank.
39. Bidder must give the complete SOP (Standard Operating Procedure) document (Hard Copy & Soft Copy) before the sign off of the complete project as per Bank. SOP document should cover all the steps and troubleshooting required to install the products. SOP document should also include various basic steps to operate the devices, to create any policy/rules, to take backup, to restore, to configure reports etc.

Responsibility matrix for the delivery, implementation and management of the proposed solution at DC, DRC

Sl.No.	Activity	Responsibility	To be performed by	Remarks
1	Delivery of hardware and associated software	Bidder	Bidder	Bidder will deliver the required hardware and associated software

Sl.No.	Activity	Responsibility	To be performed by	Remarks
2	Review of High Level and Low-Level Design for all Components	Bidder	Bidder / OEM	a) Review the identification and formulation strategy to achieve Design Goals
				b) Review the schema design to achieve Design Goals
				c) Assess the devised Virtualization plan and strategy to ensure compatibility during migration from old hardware to new hardware
				d) Review the migration plan from existing to new Private Cloud and Back Up Solution
				e) A comprehensive report for all above activities should be submitted within one week of the completion of activities
3	Installation, configuration, and operationalization	Bidder	Bidder & OEM	OEM will do the installation, configuration and operationalization of the supplied hardware and software 1) Backup Solution 2) Disk Based Primary Backup Hardware 3) Object Based Storage, 4) Tape Library 5) Batch Job Automation Processing Solution, 6) Domain User Administration Privileges 7) Remote Access Control Management Software 8) Orchestration DR Drill Management Tool 9) Internal Private Cloud Infrastructure 10) Virtual Desktop Infrastructure (VDI) 11) Access Management Solution
4	Review the VM Migration Plan and Backup installation & Configuration and post migration validation	Bidder	OEM & Bidder	a) Assisting in formulating the process documentation for migration
				b) Assist in performing checks to ensure migration success
				c) A comprehensive report for all above activities should be submitted within one week of the completion of activities

Sl.No.	Activity	Responsibility	To be performed by	Remarks
5	AMC/ ATS	Bidder	Bidder	1. The bidder needs to provide the necessary AMC and ATS for the tenure of the contract for the proposed solution.
				2. Bidder is required to factor in AMC for 5 years
6	Professional Service	Bidder	OEM	Professional Service is to be provided by OEM
7	FMS	Bidder	Bidder	FMS for the inscope items will be provided by Bidder during the period of the contract.

7.2 Detailed Scope of Work

This section covers the broad set of requirements for the software licenses and Hardware components to be deployed at the Bank.

7.2.1 Detailed General Scope

Bidder is required to Supply, Install/Implement, configure and maintain the components of Table -1 for the period of contract:

1. The implementation shall be done by OEM/ Bidder, the bidder shall do back-to-back agreement with OEM for the same. The bidder shall provide Implementation Plan with Implementation methodology duly signed by OEM and Bidder.
2. Bidder is, also, required to carry out activities given in the following table:

Sr. No.	Activity	Remarks
1	Delivery of in-scope Hardware and Software; in at DC and DRC, as per Annexure 2: Commercial Bill of Materials	Bidder has to deliver Hardware and software, at DC and DRC, as per Annexure 2: Commercial Bill of Materials, at Bank's site
2	End-to-end installation and implementation of Hardware and Software at DC and DRC	Bidder/OEM is required to do end-to-end installation, implementation and configuration of in-scope Hardware and Software. Post end-to-end installation and implementation of software licenses by bidder, Bank and its consultant will conduct acceptance test to verify installation/implementation of Hardware and Software by the Bidder.
3	Provide comprehensive onsite warranty and AMC / ATS support for the tenure of contract	Bidder will be responsible to provide comprehensive on-site warranty and back-to-back support from the OEM to meet the Service Levels defined in this RFP till currency of the Contract. Warranty of Hardware and software will start from the date of installation acceptance by Bank. AMC / ATS will start from the date of expiry of warranty period.
4	Migration Services	Bidder/OEM will be responsible to provide migration services as per the scope defined in this RFP.

3. Bank's Data Centre (DC) is located in Mumbai and Disaster Recovery Centre (DRC) is in Hyderabad. The bidder shall install the solution On-site at DC and DR and implement the same at all branches/offices of the Bank.
4. For in-scope Hardware, software, application software and cabling as mentioned in this RFP document and in Annexure 2: Commercial Bill of Materials, bidder should avoid quoting components going end-of-sale within 24 months of its date of delivery.

5. The proposed solutions shall be tightly integrated with all existing setup and new infrastructure /Assets of the Bank. The successful bidder shall supply, implement and maintain these IT Tools/ Solutions for Bank's IT Infrastructure for a period of 5 years.
6. Bidder should ensure that proposed hardware and software components should not go end of-life or end-of-support within 7 years of date of delivery of the device/s, the same responsibility shall so survive even after termination or expiry of the contract.
7. The delivery plan must be synchronized with the project delivery timelines of Bank. (Refer Section 8 of this document for Project Delivery timelines)
8. Bidder is required to provide resources, which may be required for successful completion of the entire assignment within the quoted cost to Bank.
9. All in-scope hardware should be provided with 3 years of comprehensive on-site warranty which will start from the date of installation acceptance of the respective hardware/software by Bank. Post warranty period completion, bidder should provide onsite AMC for the period of 2 years. For all the in-scope software, bidder should provide 1 year of warranty and 4 years of ATS. Bidder is required to co-ordinate with Bank's existing System Integrator for Facilities Management Services throughout the contract tenure.
10. As per the applications in the tender document bidder has to provide Facility Management Services which will be decided on the Banks Discretion.
11. The proposed solutions should coexist with all the other applications like DLP, Application Whitelisting solution, Anti-virus, Software distribution tool etc. functioning in the Banks environment without affecting any of the applications performance and Security.
12. For Bill of Material and Minimum Technical Specifications details refer to Annexure 2: Commercial Bill of Materials and Annexure 12: Minimum Technical Specifications.
13. Any open or community version of software / application is not allowed to be used in the Bank. The Bidder should quote only OEM supported version of the software /application.

7.2.2 OEM Scope

1. For being committed to the success of the project and take ownership during the actual implementation, it is the responsibility of the bidder to ensure requisite support from the OEM for various aspects of project including configuration, performance tuning, implementation support, setting up of production and Non-production environment. The Bidder shall assess the requirement of services from OEM(s) for all the supplied applications & Hardware, and provision for requisite support.
2. Bidder must provision for qualified personnel to ensure highest standards during implementation phase.
3. During implementation OEM involvement should be spanning across all phases of implementation including Project Preparation, Solution Design Phase (Including Review/design of all the Documents, HLDs/LLDs/ Blueprints and other Solution documents), Migration (if applicable, Configuration and Customization, Integration, Acceptance and Training).
4. Below mentioned activities are to mandatorily be done by the product OEM –

Synod.	Deliverable	Application OEM Responsibility
1	Project Plan	OEM(s) to review the Project plan submitted by the Bidder for their respective solution.

2	Training	OEM(s) have to mandatorily provide training to the Core team Technical & Administrative). It is also the responsibility of the OEM(s) to provide training manuals to each participant. All training material should be in English and should include Specific architecture and layout done for Bank. However, it is the responsibility of the Bidder to arrange and manage the training schedules. Training will be for 2-3 days for around ten resources at Bank's location where the required Infrastructure will be provided by the Bank.
3	HLD/ LLD	Bidder to take inputs from the OEM(s) and provide LLD & HLD documents to the Bank. However, it is the responsibility of the OEM(s) to review and recommend a methodology to achieve best performance. The same needs to be implemented upon sign-off on the documents by the Bank.
4	Data Migration Strategy (Application, Database, Storage, Backup and LTO)	OEM(s) to validate the Data Migration Approach prepared by the Bidder which should broadly include Transaction Data, the approach for customer data, execution of migration utilities on the data and resolving the issue for any inconsistency in the data.
5	Base Product Patches	OEM(s) to provide all patches related to Product, Customizations and Interfaces within the agreed timelines. OEM(s) to reconcile the product and other patches provided to the Bank in a manner that the same is available on Day 1 to the Bank.
6	Go-Live	OEM(s) to assist in having hygiene factors in place for checks and closures of SIT/ UAT/ correctness of data. OEM(s) should be available during the Go-live period to address any bugs raised during the go-live phase.
7	Status Reports	OEM(s) till implementation closure is required to be a part of the status calls from an application point of view to provide timelines for bug closures.
8	Documentation	OEM(s) to share the following: • Product manuals • Technical manuals

7.2.3 Applications at DC and DRC

1. Bank proposes to provide the virtual servers in its on-premises private cloud for deployment of in-scope Applications on x86 Platform on Windows / Redhat Linux Operating System. However, bidders are free to quote exclusive hardware as a part of their proposed solution, if the solution cannot be deployed on the Bank's private cloud by giving proper technical justification in the technical bid. Bidder should provide technical configuration of such hardware in technical bid and also include the

cost including warranty/AMC/ATS or any other support cost in the commercial bid of this RFP. Bank will not pay any extra cost to the bidder for any kind of hardware and software required for the solution during the contract period.

2. Bidder has to provide proposed deployment architecture in the technical bid.
3. The solutions should have dashboard providing license deployments for all components, security settings, performance and other relevant information's pertains to proposed solutions. The dashboard should be customizable and with role-based admin facility.
4. The solution should have the capability to export results, reports, and extracts in all the standard formats like csv, pdf and any other feasible formats.
5. All the proposed solution should run on ORACLE Database. **In case the solution requires any other Database, the bidder has to quote the same in their bid.** Bank has executed Unlimited License Agreement (ULA) with ORACLE and the same will be provided by bank. The Oracle features available under ULA are as below:
 - Oracle Database Enterprise Edition
 - Oracle Real Application Clusters
 - Oracle Partitioning
 - Oracle Diagnostics Pack
 - Oracle Tuning Pack
 - Oracle WebLogic Suite
 - Oracle Advanced Security
 - Oracle Data Masking and Sub-setting Pack
 - Oracle Advanced Data Guard
6. The bidder should ensure that all these features available must be applied in database of the solution. In case bidder wants to install any other Database the bidder has to provide Database in their bid with Licenses, Software Assurance. The bidder has to provide and install all updates, Version upgrades till the contract period without any extra cost to Bank.
7. Bank will provide VM with Windows /Redhat Linux OS and Oracle Data Base for implementation of proposed application. If anything else is required for successful operationalization of the proposed solution, the same has to be provided by the bidder without any additional cost to the Bank.

7.2.3.1 Backup Solution for CBS Data, Private VM Cloud Data, Container environment

Existing Infrastructure

1. Bank is having Dell EMC NetWorker back-up software for back-up and restoration of production and non-production data using Tape Library with robotics Auto loader system. Backup workloads are like Oracle, MS-SQL, File system and VM etc. Around 80% data is on Oracle Solaris platform and remaining 20% other data type on Linux and Windows platform. In future backup is to be taken of Linux One, Container and other platform also. The backup solution should be future ready taking backup of all kind of platform. Currently Backup solution completes daily backup in 8 hours, whereas the restoration of data takes more than 30 hours. Bank is having an identical Backup solution setup on active mode at DC and DR site.
2. Production databases on Solaris are getting backed up using BCV (Business Continuance Volumes) with Dell NetWorker for consistent backup with desired

retention. Mirrored data is divided into 4 streams and each stream of data is written to Tape Media through Media Servers (Oracle T8-2) on 8Gbps FC Ports. Few other workloads getting backed up online on data domain at both the sites. For restoration from Tape media, data from tapes are restored to a Storage volume which is mapped to an Oracle Server.

3. Bank is having Oracle StorageTek SL4000 Tape Library with Drive Bays (30 LTO-7 and 6 LTO-5 bays populated) to backup and restore to-and-fro from LTO-7 and LTO-5 tapes via EMC Networker.
4. The core data is on Oracle Database of about 120 TB which is Oracle Transparent Data Encryption (TDE) and compressed. Apart from the core data there are data of about 180 TB of other applications, VMs, Container, Linux-One system, bare metal server. Currently the total data size to be backed up is about 375 TB which will grow to about 900 TB in next 5 years. The bidder has to take backup of this data as per Back up Table. The data will be of Banks CBS Data, VM Data, System Files, Log Files, Kubernetes and Containers. Every year increase in the capacity licenses is mentioned in Annexure -2 Bill of Material.
5. Data Size Projection

Source Data for Backup in the 5 th years at DC.	
Source	Estimated Backup Data Size(TB)
Core Database	10 Host Based License with unlimited capacity (Capacity is 410 TB)
VMs	201 (Capacity Based Licenses)
Container	100 (Capacity Based Licenses)
Other Data	166 (Capacity Based Licenses)

Same calculation is for DRC Location.

6. Current Backup Schedule and Retention Policy

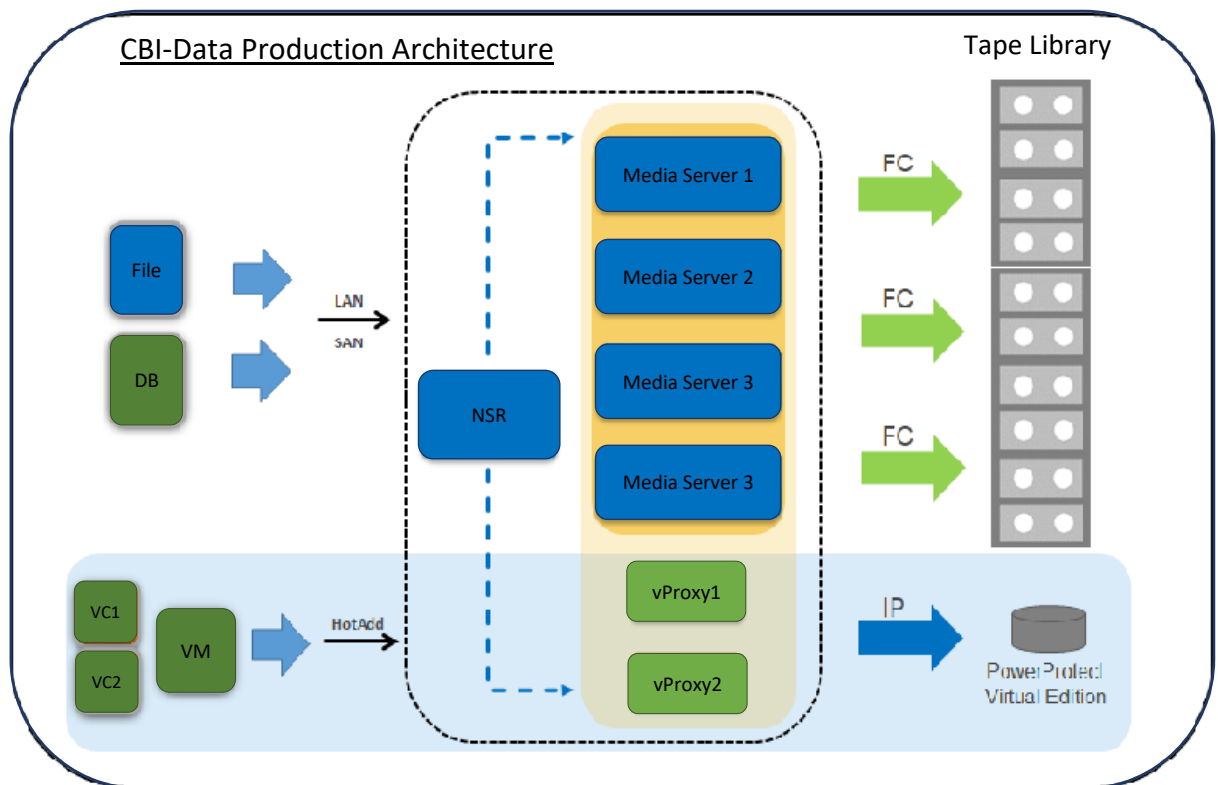
Back up Table

SL.No.	Source	Current Size (TB)	Expected % Increase in 5 Years	Expected Size in 5 years (TB)	Backup Type	Backup Frequency	Retention in Primary Backup Hardware	Retention in object Storage	Retenti on in Tape Library	Retention	Number of Servers
CAPACITY BASED LICENSES (A)											
1	Archive	2	10%	3.22	Full	Daily	7 Days	90 days		90 days	NA
2	Archive				Full	Monthly	1 Month	3 Month	Decade	Decade	NA
3	Archive	0.13	10%	0.21	Full	Daily	7 Days	90 days		90 days	NA
4	Archive				Full	Monthly	1 Month	3 Month	Decade	Decade	NA
5	Archive	0.15	10%	0.24	Full	Weekly	2 Weeks	4 Weeks	Decade	Decade	NA
6	Database	65	10%	104.68	Incr	Daily	7 Days	30 Days		30 days	NA
7	Database				Full	Monthly	1 Month	3 Month		3 Months	NA
8	Archive	0.2	10%	0.32	Full	Daily	7 Days	90 days		90 days	NA
9	Archive	0.1	10%	0.16	Full	Daily	7 Days	30 Days		30 Days	NA
10	Archive				Full	Monthly	1 Month	3 Month	Decade	Decade	NA

11	Database	0.05	10%	0.08	Full	Daily	7 Days	1 Year		1 Year	NA
12	Reports	2	10%	3.22	Full	Daily	3 Days	1 Month	Decade	Decade	NA
13	Database	1.5	10%	2.415765	Full	Daily	7 Days	30 Days		30 Days	NA
14	Database				Full	Weekly	1 Week	90 Days		90 Days	NA
15	Database				Full	Monthly	3 Month	1 Year	Decade	Decade	NA
16	Database	2.1	10%	3.38	Full	Daily	7 Days	30 Days		30 Days	NA
17	Database				Full	Weekly	1 Week	90 Days		90 days	NA
18	Database	3	10%	4.83	Full	Daily	7 Days	90 days		90 days	NA
19	Reports	1.5	10%	2.42	Full	Daily	1 Month	3 Month	Decade	Decade	NA
20	Database	6	15%	12.07	Full	Daily	7 Days			7 Days	NA
21	Database				Full	Monthly	2 Month	1 Year	Decade	Decade	NA
22	WEB	10	10%	16.11	Full	Daily	7 Days	90 days		90 days	NA
23	Application	2	10%	3.22	Full	Daily	7 Days	90 days	Decade	Decade	NA
24	Database	1.5	15%	3.02	Full	Daily	7 Days	30 Days	30 Days	30 Days	NA
25	Database				Full	Monthly	2 Month	1 Year	Decade	Decade	NA
26	Application	0.7	10%	1.13	Full	Daily	1 Month	3 Month	Decade	Decade	NA
27	Virtual Machines	100	10%	201.14	Full	Daily	7 Days	30 Days	90 days	90 days	NA
28	Archive	0.08	10%	0.13	Full	Daily	1 Month	3 Month	1 Year	1 Year	NA
29	Archive	2	10%	3.22	Full	Daily	1 Month	3 Month	30 Days	30 Days	NA
30	Digital (Container)	8		100.00	Full	Daily	1 Month	3 Month	1 Year	1 Year	NA
31	Database	1.5	0%	2.42	Full	Monthly	1 Month	3 Month	Decade	Decade	NA
	TOTAL (A)	209.51		467.62							
HOST BASED LICENSES (B)											
1	Database (Core Data) Approx. 250 TB	105	20%	261.27	Full	Daily	7 Days			7 Days	12
2	Database (Core Data) Approx. 250 TB				Full	Monthly	2 Month	1 Year	Decade	Decade	
3	Database	60	20%	149.30	Full	Monthly	1 Month	3 Month	Decade	Decade	8
4	Database				Incr	Daily	1 Month			1 Month	
	TOTAL (B)	165		410.57							
	GRAND TOTAL (A+B)	374.51		878.1977							

For Virtual Machines on x86 architecture backup is taken via Dell EMC Data domain software in the SAN Storage.

7. Existing Solution Design



In the above-mentioned diagram, Backup Management Server (NSR) is Linux servers on Bare metal Hardware in which networker is hosted and the four storage nodes/backup servers (Media Server 1, 2, 3 and 4) from which tapes are written via SL4000(tape library). Sync is taken between production storage and storage of Media server -1 through True copy and the data is streamed between the 4 Media Servers for writing on Tape through Tape Library. The Media Servers are Oracle Sparc T8-2 Servers. Through Networker the Data from Tapes is restored to storage LUN mounted on one of the Media Server configured as restoration point. This Restored Backup storage Mount point is mapped to the required Oracle Sparc server having Oracle Database installed.

Bank Requirement

1. **The bidder can migrate the client based existing Dell EMC Networker licenses to a mix of client and capacity based licenses and renew the ATS of the existing Backup licenses OR can quote for a new solution.** Bank is looking for a Disk to Disk based Primary backup hardware. Currently out of the total data size, the core data size is 120 TB which will grow to approximately 250TB (261TB) (Host Based Licenses) in next 5 years, where the backup of this core data must complete in 6 hours and its restoration in 12 Hours. The bidder has to Size, Design, Supply, Installation, Configuration, Commissioning, Integration, Migration, Testing and Maintenance of complete hardware including all necessary software licenses to build a Disk to Disk to Object based and Tape Backup Solution. The bidder has to size the solution as per the BOM and Technical specifications (Annexure – 12 Technical Specification) for the Bank at Data Centre and Disaster Recovery Site. The proposed solution should be

configured in such a way that it should not change the current Backup process architecture of the Bank as mentioned above in “**Existing Solution Design**”. Bidder has to size and quote for Oracle Sparc servers (in HA mode) for configuration of Backup and Restoration of 250 TB of Core data in 6 Hours and 12 hours respectively and mapping the restored data to a Sparc server having Oracle Database installed. The Backup and Restore process should work simultaneously. Bidder has to size separately the media servers in HA mode for the other data (Virtual Environment, Container etc.) than Core Data (CBS Database).

The existing Oracle T8-2 Servers (Media Servers) will be used for restoration of legacy backup data from existing tapes with Dell Networker installed.

All the configurations have to be done by the OEM.

Note: In case of Backup Solution, Bank may at its discretion will do Site Visit and/or ask the bidder to do POC and Solution Presentation of the tender components at Banks location and Bank has a right to disqualify Proposed Solution on the basis of same. For the POC bidder has to provide necessary Hardware and Software and its transportation at no cost to Bank.

2. The bidder may quote for either a combination of Capacity Based Plus Host Based Solution (210TB Capacity Plus 10 Host (Unlimited capacity) at DC and 10 Host (Unlimited capacity) at DRC, where in the capacity will grow to 468 TB in five years with host count remaining the same) or– **Total Host based Enterprise solution to cover approx. 2000 to 5000 nodes for next five years (the nodes will also include bare metal hardware, Kubernetes Worker Nodes, LinuxONE, Containers, Virtualized machines working on windows, Linux, Unix, LinuxONE etc.)**
3. Bank has the option to procure additional licenses for Backup solution during the contract period in proportion to the cost mentioned in Bill of Material.
4. The Proposed Backup Solution should have redundant components/HA mechanism in place to avoid Single Point of Failure.
5. The Backup Management server should be installed in HA mode in bare metal Hardware.
6. Minimum sizing for hardware is given in this RFP document. The bidder has to size Backup solution having Disk Based Primary Backup solution, Secondary Backup Solution (Object Storage/Archival Storage) and Tape Library as per the current and next 5 years expected size of Data.
7. The Proposed Backup Solution should support Cloud/Object storage as Backup Target over generic S3 protocol and Tape Library.
8. Data to Tapes will be retained for a minimum 10 years.
9. The Proposed Solution should support software/hardware based de-duplication to support any storage system, cloud repository and object storage as de-duplicated disk target.

10. The Proposed Backup Solution must offer volume-based /Host based licenses with no restrictions on type of arrays (protecting heterogeneous storage technologies), front end production capacity or backup to disk target capacity restrictions.
11. The Proposed Backup Solution should have feature to replicate backup copy to one or multiple sites and licenses should be provided from day one.
12. The Proposed Backup Solution should have the capability to replicate Backup copy between Data Centre and Disaster Recovery Site.
13. All necessary licenses, software's and databases to perform backup / archival activities to be included from Day 1.
14. Solution supplied should have licenses for Backup, Replication /Archival workloads. All the licenses should be enterprise licenses and perpetual in nature.
15. The Bidder has to configure the New Tape library such that it should be able to restore from the legacy tapes available with Bank which are on backup solution of EMC Networker and are on LTO5 and LTO7. In case the bidder is not able to restore existing backup from LTO5 and LTO7, the bidder has to migrate the existing backup data to LTO9 tapes without any additional cost to bank.
16. OEM best practices must be followed for installation and configuration of hardware / software. Successful Bidder needs to integrate the hardware supplied with the existing Network and network cabling should be implemented as per the best practices and to the satisfaction of Bank.
17. The bidder has to supply, configure and commission Ethernet Switches on high availability mode along with required cables and software. The bidder has to create a Backup Network that should be separate from the Production Network.
18. Bank has multiple V-LAN's and firewall for inter V-Lan communication. The Proposed solution to ensure none of the backup traffic cross the firewall except the metadata.
19. The Proposed Backup Solution must have security feature to ensure that even administrator must not be able to delete backup data deliberately & accidentally till the retention period of backup data is passes/expires.
20. The Proposed Backup Solution must have capability to prevent deletion of backed up data with and without the backup software to ensure backed up data will be available for restoration as per the policy defined by the bank during implementation.
21. The Proposed Backup Solution must protect the backed-up data against NTP hacking/compromise and have analytics capability to identify unusual activity to provide proactive alerting to take necessary action.
22. The Proposed Backup Solution must provide WORM (Write-Once-Read-Many) capability with policy-based expiration orchestrated from backup software to be applied on backup solution. The solution should also prevent tampering of backed up data even with super user privilege access.
23. The Bidder should provide the client agent to take backup directly from servers to the backup media.
24. The bidder has to maintain the current architecture of Backup policy and procedure and as per but not limited to the Backup Schedule Table.
25. High and Low Level Design (HLD & LLD) and Data Traffic Flow, Data Backup, Data restoration Design must be prepared and proposed in the bid.
26. Document for Data Migration approach if any to be prepared and proposed in the bid.

27. The Bidder is required to integrate the Proposed Solution with Bank's platform like IDAM (Identity and Access Management), Preventive Identity Management (PIM) and Security Incident Event Management (SIEM), CSOC, SOAR.
28. The Proposed Solution should be free from any kind of vulnerabilities and as and when vulnerabilities are notified by the Bank or Regulators, the bidder is required to patch the vulnerability within prescribed timelines.
29. The Bank conducts periodic VAPT (Vulnerability Assessment & Penetration Testing), IS Audit. The bidder has to comply all findings/issues pointed out in the report within stipulated timelines at no extra cost to Bank, during the entire contract period.
30. The bidder shall prepare the Standard Operating Procedures (SOPs) for proposed solution and related processes with periodical review as per industry practices, regulatory guidelines and requirements of the Bank. The drafted SOPs shall be submitted to the Bank for its review and Approval.
31. Any future releases/ Version/ patches and/or upgrades of software need to be installed/re-installed/upgraded by the bidder without any additional cost to the Bank during the entire Contract period.
32. Backup disk storage must provide mechanism to restrict any date and time change of the system to protect against any accidental or intentional expiration of data through change in the network time internally or externally to the system.
33. Proposed backup storage must not allow deletion/modification of backup data to protect against destructive Ransomware.

7.2.3.2 Object Based Storage for Non-Core Application

1. Currently all applications are hosted on Core Storage System of the Bank. Many of the Bulk storage (Archival) requirement application with less criticality are also hosted on Core Storage like Video KYC, FTP, and Historical Reports etc.
2. To decongest the core storage and moving less critical high storage required application, a low cost Object Based Storage System is required in the Bank.
 - 1) The bidder has to Size, Design, Supply, Installation, Implementation and maintenance of the Object Archive Storage to cater the storage need of Disk to Disk Back up data for Secondary Storage (Object Storage) with retention period given in but not limited to Back-up Table. 4.7PB usable Object storage Capacity at DC and 4.7PB usable Object storage Capacity at DR site each upgradable to 20 PB is required for storage of Backup Data and additional application data as per technical specifications Annexure 12.
 - 2) The proposed Object Based Storage should be fully compatible with the proposed Backup Solution.
 - 3) The data at DC should be replicated to DR site and vice versa. For this replication all enterprise licenses should be provided.
 - 4) Proposed object storage should be able to scale to petabytes of unstructured data storage and to store it over longer periods of time and make it available over the Web.
 - 5) Object storage must support scaling compute and capacity to allow flexibility in expansion.

- 6) All the licenses should be enterprise licenses and perpetual in nature.
- 7) Proposed object storage should be able to scale up, on compute and capacity resources, without any impact to users and applications.
- 8) Object storage should be provided with all features available with it, any hardware, software and license required to use these features should be provided along with object storage.
- 9) Proposed Object storage should be configured with WORM capability. It should support SEC17a 4f compliance for WORM capability.
- 10) Erasure coding algorithm provided must support data protection against 4 or more simultaneous drive failures across the storage nodes or 2 storage node failure across 2 Data Center (Minimum 4 drive or 1 storage node failure per DC). Disk and node rebuilds should leverage protection from within the same site so as to avoid consuming expensive and limited WAN bandwidth and minimize rebuild times during rebuild operations.
- 11) Object Storage must protect all objects with Erasure Coding.
- 12) Erasure coded data must be encoded efficiently, regardless of object size. Object Storage shall allow any object to be accessed from any node at any site with most recent version of data always available (strong consistency).
- 13) Proposed Object storage must have Multi-Site Active/Active architecture for distribution of objects & access across all sites.
- 14) The Object storage must have the required hardware and software and provide single point of support for Hardware and Software for all levels of issues/escalations.
- 15) Must support Data striping within nodes or across nodes for higher throughput.
- 16) Should support simultaneous access through native S3, rest API, without need for additional hardware.
- 17) The object storage must be enterprise class object storage that provides no single point of failure, high resiliency, redundant components and minimum four(4) 9's of availability and eleven(11) 9's of durability.
- 18) Solution must be fully geo-capable and replicates data both within and across multiple sites for resiliency against site failures.
- 19) Object Storage must be managed and monitored via integrated UI, CLI & RESTful APIs, shall support multitenant architecture including ability to apply quota limits on specific sections within the object store. Object storage should allow different administrative rights over different tenants, and logical containers/buckets inside individual tenants.
- 20) Should support auto-healing & auto-repair features. Object Storage shall provide versioning capability to protect and record Object-level changes. Object Storage must support automated recovery of objects from replica copy if object is found corrupt.
- 21) The Storage nodes in the object storage must be provided with redundant physical/virtual Storage controllers. Minimum 2 numbers of 10Gbps LAN Ports on each node should be provided.
- 22) Object storage must be supplied with ability to tier objects from local disk to external cheaper storage tier like S3 compliant storage, Public Cloud.

- 23) Object storage should support Compression functionality to optimize the storage capacity usage.
- 24) Solution must be able to scale up, on compute and capacity exclusively and seamlessly with zero impact to the level of service to users and applications
 - i. All disk and node rebuilds must leverage protection from within the same site so as to avoid consuming expensive and limited WAN bandwidth and minimize rebuild times during rebuild operations.
 - ii. On disk or node failure, Object Storage shall redistribute exposed data across as many drives and nodes as possible to take advantage of multiple spindles and minimize data exposure.
 - iii. Object Storage must support encryption of all object data, at rest and in flight
- 25) For highest level of data security, OS of storage solutions should not be based on general purpose OS like Linux. Storage should not be based on general purpose servers.
- 26) Proposed Object storage must provide automatic balancing of the stored capacity across all nodes in a cluster, ensuring data gets evenly distributed across all nodes. When new nodes are added or removed from the cluster, existing data should be redistributed among all nodes.
- 27) The proposed solution must include tools to monitor the storage array's performance and monitor data usage and access. These tools must look for abnormal behaviour and audit data usage and performance characteristics. The tools should be able to generate performance reports with respect to disk I/O, volume utilization, bandwidth, response and latency etc.
- 28) The Bidder to conduct periodic reviews and optimization of the proposed object Storage solution.
- 29) The object storage solution should ingest data from industry leading applications and should support read throughput of minimum 3.2 GB per second and Write Throughput of minimum 3.2 GBps or more. The object storage should be sized to backup and restore Core data of 250 TB size in 24 hours.
- 30) The total solution of Object Storage should be sized in a single 42U Rack at both the locations.
- 31) The installation and configuration of the Object Storage should be done by OEM.

7.2.3.3 Desktop Backup System

Currently Desktop Backup System is taking Backup of required Data of Desktop Systems placed in Central office Departments. This is helping the users from recovering data deleted in the client systems. Also, Desktop Backup System is keeping a copy of the data for protection against Ransomware / Virus attacks. Currently Bank is using Commvault Desktop Backup Software whose ATS is till 12.12.2024 for 1500 client licenses. The solution is required to be augmented / refreshed with addition of 500 number of Client licenses through this tender process. Total Client licenses should be for 2000 numbers. **The bidder can renew the ATS of the existing Desktop backup licenses or can quote for new solution.**

1. Proposed configuration of the systems and architecture indicated in this tender is to be treated as minimum configuration only and design engineering of the complete solution has to be carried out by the bidder to fulfill the overall requirement.
2. The bidder has to provide for all the standalone Rack Servers at Banks Central Office, MMO Building and Avert House Mumbai where data of the clients will be saved. Bidder is required to supply, install, configure, commission and maintain the required Rack Servers / Appliances and softwares (Operating System, Application Software, database software, Management Software etc) at Banks Central Office, MMO Building and Awert House in Mumbai where it will take backup of the clients and will be replicated to the Central system at DC where Bank will provide Servers in VM environment and object storage. To commission Desktop backup system for taking backup of the desktops/laptops/mobile devices and access the same on web browser and mobiles devices on Banks Network and Internet. The access through Internet should be in a secured mode. Separate Server in VM Environment will be provided by Bank in DMZ for Internet Access. The total responsibility for the complete implementation and support shall rest with the bidder during implementation and Warranty/ AMC period. In case any additional tools/equipment, software, cables. Connectors, licenses, services, configuration are required to achieve the overall desired functionality and Security, the same has to be incorporated in the proposed solution by the bidder without any additional cost. All systems / servers supplied under this project should be Rack mountable and Successful Bidder should Rack mount the systems in Rack.
3. The Successful bidder has to supply and install all the hardware and software required to work as Desktop Backup System at Banks Office at Central office, MMO, Awert House Mumbai, Datacentre and DR Site. All the parts of the hardware should be in HA mode having minimum usable storage capacity of 20TB.
4. Successful bidder has to configure and maintain the Banks Desktop Back system with required configuration. DC and DR should work as Active Passive Node and Data from DC should be replicated to DR site and vice versa when DR site is working as Primary Site. Bidder has to do DR Drill in every quarter as per Banks schedule. All the Systems of Desktop Backup Solution at Central office, MMO, Awert House Mumbai, Datacentre and DR Site should do multisite replication.
5. The successful bidder has to supply all the required Operating System Licenses and Backup Software Licenses and any other software licenses required for successful installation of the solution.
6. The successful bidder has to ensure that the application/software is free from embedded malicious / fraudulent code. Confirmation/undertaking should be submitted to this effect.
7. The access through Internet should be in a secured mode.
8. The solution should be integrated with Bank's Active Directory.
9. The successful bidder has to provide warranty and AMC support for the hardware and software for 5 (five) years from the date of successful installation and commissioning of the System.
10. The successful bidder has to provide a FMS Engineer at Mumbai to manage the Servers and Clients.

11. In case of any hardware failure, replacement part should be provided immediately, before taking failed equipment out. Bank may sanitize / degauss Hard Disk Drives / Magnetic media before replacement / sending out of Bank premises. The failed SSD \ NVMe \ FMD etc. will be returned after physical destroy of the failed SSD \ NVMe \ FMD so that Bank data cannot be recovered.
12. All licenses should be in the name of the Bank.

7.2.3.4 Tape Library

1. The proposed Tape Library should be single rack setup with minimum 15 LTO9 and 5 LTO7 drives bays. The Tape Library should be supplied with minimum 16/8Gbps or higher FC interface and minimum 240 cartridge slots.
2. The proposed Tape Library unit shall support upto 18TB native and 45TB compressed capacity for LTO9 Tape Drives/Media (when 2.5:1 compression is used).
3. The proposed Tape Library should be fully compatible with the proposed Backup Solution.
4. The bidder is required to integrate the Tape Library with existing Backup Solution and proposed Backup Solution.
5. The bidder is required to upgrade the tape drive firmware to the latest version before commissioning.
6. The proposed Tape Library should be provided with Analytic software which should be capable of
 - a) Automated scheduling for scanning tapes
 - b) Status information on drive and system
 - c) System configuration operations and reporting
 - d) System error and status logs
 - e) Library and drive firmware upgrade capabilities
 - f) Diagnostic tests and information
 - g) Cartridge movement for maintenance and management purposes
 - h) Security and access control
7. The proposed Tape Library shall support automated data verification while backing up the data and subsequently on media to ensure availability of data for successful restores should be supported. Tape Library should support data integrity checks of the backups.
8. The bidder to provide required SAN and LAN Cabling for integrating with the backup network.
9. The Tape Library should be configured to backup and restore Core data of 250 TB size in 24 hours.
10. The Bidder has to configure the New Tape library such that it should be able to restore from the legacy tapes available with Bank which are on backup solution of EMC Networker and are on LTO5 and LTO7. In case the bidder is not able to restore existing backup from LTO5 and LTO7, the bidder has to migrate the existing backup data to LTO9 tapes without any additional cost to bank. Bank is using the existing

Tape Library of Oracle StorageTek SL4000 Tape Library with Drive Bays (30 LTO-7 and 6 LTO-5 bays populated).

7.2.3.5 FCIP Router

1. Bidder needs to supply, maintain, install, configure, implement, and integrate the proposed FCIP Router in High Availability (HA) mode at DC and DRC. Bidder has to make provision for configuration of the FCIP Router by OEMs (Router + Storage) Engineers.
2. FCIP routers with 12 x 32 Gbps FC ports and 6 x 10 Gbps SFP + IP ports for LAN / WAN connectivity for each site (DC and DRC). FCIP router will be connected to Bank's existing Core switch which has 10 Gbps ports and SAN Switch having 32 Gbps FC ports.
3. The FCIP Router will be used for 2 site storage based Async (HUR) replication between DC and DR site. The FCIP Router should provide seamless integration with existing Cisco SAN Switches and FCIP Router to support Hitachi Vantara SAN Infrastructure.
4. The FCIP Router must support Fabric routing for FCIP to enable cross fabric connectivity and selective transfer of data between the fabrics on primary and DR sites without merging the fabrics. The FCIP should have capability for tuning the FCIP link by generating varying traffic workloads and measuring throughput and response time per I/O over an FCIP link.

7.2.3.6 Batch Job Automation Processing Tool

1. Bidder needs to supply, maintain, install, configure, implement, and integrate the proposed tool in Banks Core Banking Application and database for automating the Jobs. Bidder need to size and Propose the required hardware and Licence required for the application and if needed to factor the same in their Commercial bid Format. The tool proposed by the bidder should be compliant with the specification mentioned in Minimum Technical Specifications.
2. Daily End of the Day (EOD) process on the Database (Night, Day, General Ledger DB) is done on 90 Batch Jobs which includes interest calculation of deposit account, DL/TL account accruals & capitalization and other jobs. All these processes are done manually which involves the risk of human error.
3. Bank wants to manage its Batch Jobs through a workload automation solution. The solution should provide ease-of-use/implementation/maintenance, and ability to deliver automation in Banks Batch job processes.
4. The Solution should provide end-to-end visibility of application workloads and dependencies across platforms.
5. The Solution should provide Event-based triggering, real-time alerting and dynamic critical path management.
6. Automated Batch Job Processing tools should automate the commands during the EOD process and generates report at end of the process.

7. The solution should readily scale to enterprise demands by intelligently and efficiently allocating workloads based on real-time information about available computing resources and service level agreements.
8. It should enable to quickly provision and process workloads across physical and virtualized environments.
9. It should have Built in role-based administration and reporting, improve control and facilitate regulatory compliance.
10. It should provide advanced self-service capabilities to end users which should enable users to request, monitor and execute their own workloads.
11. The solution should deliver a predictive analytics workload platform that provides visualization, adaptability and intelligence to successfully manage complex workloads.
12. The solution should have Intelligence to provide a dashboard for Service Level management, Enhanced Workload analytics for proactive alert management and monitoring.
13. The workloads data should give insights to drive improvements in IT Operations, digital transformation journey.
14. The solution should manage FTP activity as well as act as the FTP server managing Secure FTP transmissions.
15. The job types should extend the capabilities of workload automation beyond traditional job scheduling to provide better visibility and manageability as well as allowing secure access to servers.
16. System should be capable to process workload immediately. Workload Automation should allow processing to be triggered by real business events, like file arrival, entries in a database table, forms being completed on websites.
17. The solution from its single interface, it can define, monitor, control, manage and integrate workloads regardless of the processing platform. Can also be able to view and monitor the workload as a logical business process rather than a series of unrelated processes and jobs on multiple platforms.
18. Workload Automation system should have a built-in understanding of common scheduling terms and the flexibility to schedule workload based on any criteria select.
19. A user-defined calendar should be present to augment the Workload Automation dictionary of scheduling terms. A job should have many different run frequencies regardless of which business process it belongs to.
20. Workload Automation solution should be managed, monitored, forecast and secured system across multiple instances, versions and environments. The web interface should provide a centralized, single view to manage workload and decision-making.
21. The solution and Workload Automation System Agents should integrate workload processing across all leading operating system environments such as UNIX, Windows, Linux, z/Linux, Solaris, AIX, NSK to schedule, execute and monitor IT automation events.
22. High Availability should be designed.
23. Should be integrated with Helpdesk portal.
24. The solution should have functionality to send mobile / mail alerts on the process.
25. **The installation of the End of Day Batch Job Automation Solution will be done by the OEM engineers. Bidder will be required to make changes in the solution**

in case of any changes needed to be done in the Batch job solution during the contract period at no extra cost to the Bank.

7.2.3.7 Domain User Administration Privilege Maintenance Software

1. All the Computer System in the Bank is managed through Domain policy wherein Users have limited rights on their system to install or change any application. The Domain Policy protects our Banks Computer environment from malicious attacks by hidden Trojans / Virus / Codes in the software. Here the Branches / Administrative office users require to install genuine software's which can be done though a user who has administrative privilege on the Domain. Bank needs to have a solution for giving Administration Privilege to users in a restrictive manner.
 - Provision user accounts in bulk and assign them the privileges they need, all in one action.
 - Automatically lock down privileged accounts that are inactive for a period of time.
 - Create privileged roles for task delegation, and audit the actions performed by these delegates, including what action was performed on what object and when.
 - Allow users to request access to privileged groups.
 - Enhance security of privileged accounts by enabling multi-factor authentication.
 - Protect privileged accounts from password attacks by enabling advanced password policy requirements, including a dictionary rule.
 - Create, modify, move, manage, enable/disable, delete, and restore the Single/Bulk Computers without using any manual scripts.
 - Define the roles for User and Admin.
 - Provide restricted privileges for an admin to perform only specific tasks/roles.
2. Role-based access control
 - Should be configurable with roles that can be used to access and delegate tasks to help desk technicians and other privileged department members.
 - Bank should be able to create custom role to delegate tasks to a single or a group of users. For example, admins can delegate user modification and deprovisioning to HR managers.
 - Reset password and account unlock tasks can be delegated to help desk technicians without elevating their privileges in the target system or application.
3. Alerts
 - Admins should be able to configure notifications for a specific set of events. When the event takes place, they will receive email or SMS alerts instantly so that they can respond to the event immediately
4. Ability to provide permissions to non-admin users to install specific MSI package on a particular Windows workstation

5. Support engineers visit branch office should be able to request permissions for installing a local MSI package or a MSI package from central network location
6. Administrators should be able to grant installation permissions for a defined period of time
7. All the activities should be logged as per the audit and security needs of bank security policies
8. MSI package installation permissions should work without conflicting with pre-installed packages of same software

7.2.3.8 Remote Access Control Management Software

1. To resolve the issues in the CBS, Website & Systems etc., Helpdesk and support providing personnel needs to take remote of the system on which issue prevails. Bank needs to have a solution for managing Remote Access to Helpdesk and Support personnel in a restrictive manner.
2. Bidder has to supply, install, configure, commission & maintain Remote Access Control Management tool as per Scope of Work, Annexure 12- Technical specification and Annexure -2 Bill of Material.
3. Remote access/Support Tool
 - Remote Access tool enabling access from anywhere in the LAN and Access to computers on LAN and WAN for maintenance purpose.
 - When connecting to remote computers using remote desktop sharing option, the administrators should be able to opt to get user's permission before connecting to their desktop to Protects Users' Privacy
 - Options for recording and viewing the recorded remote sessions to monitor the session activities, ensuring data security
 - Web based remote control - provides a web-based connection to the remote computers
 - user privacy protection - ability for administrators to opt for user's permission before connecting to their desktop
 - When the remote is taken both the sides should be able to see what the other party is doing.
4. Ability to access Windows/Linux/Containers remotely over secure internet friendly protocols
5. Support team to be able to connect to workstations in branches upon request from end users. Support team should be able to use AD authentication to access the system
6. Ability to maintain remote session audits along with screen recordings upon need basis
7. Provide unattended access to servers and workstations configured to be accessed by operations team with ability to restrict access for a defined period of time
8. Ability to share remote connections in read only mode for training and group discussions
9. All the activities should be logged as per the audit and security needs of bank security policies

10. Bidder has to install the client agents in the systems during the tenure of the contract.
11. Bidder has to configure communication/notification channels (Email, SMS)
12. The setup should be configured at DC and DR in Active Passive Mode.
13. The required hardware will be provided on Virtualised environment with Oracle Database. Other software and database should be provided by bidder.
14. Bidder has to configure support roles, define and enforce governance policies for the remote access.
15. Bidder has to Integrate Active Directory (AD) users and roles, Define required groups and roles in AD, Define role - grant governance policy and enforce the same
16. Bidder has to Configure & generate reports as per Bank requirement and provide dashboard for monitoring
17. Bidder has to Configure audit events & logs and store the same for future use.

7.2.3.9 Automated Orchestration DR Drill Management Tool (Disaster Recovery Tool)

1. To check the availability of applications hosted at Disaster Recovery Centre (DRC) by working from DRC Servers Quarterly called DR Drill activity. For the DR Drill activity, presently Bank is using Sanovi tool of IBM (Kyndryl) for automated switching of CBS, Internet Banking and E-Treasury applications to DRC and back to DC. Other applications like ATM, RTGS, SWIFT, AML, Forex etc. are switched to DRC manually. For other application Bank requires to have a solution to automate the process of switching application to DRC Servers and vice versa.
2. Bank is planning to implement an Automated Disaster Recovery (ADR) solution for its other applications for switching from DC to DR and Switch back from DR to DC.
3. The Bidder is required to design, supply, install, train, customize, test, implement, rollout and maintain the ADR solution at the DC and DR as per the requirements of this RFP. The Bidder is expected to provide and implement an ADR solution encompassing the following functions:
 - Align the DR Management to meet the client's business objectives;
 - Provide an efficient, rationalized and integrated Automated DR solution.
 - Maintain the desired RPO and RTO for applications and IT Infrastructure
 - Continuously improve efficiency of DR Drill;
4. The Disaster Recovery Management Solution should be a single integrated business solution covering all functionality and flexibility required to carry out the Disaster Recovery operations in the current and foreseeable future. It should support all kinds of monitoring that are involved in a DR environment and also should be able to perform DR Drills in a complex environment. It should be a ready to deploy solution with pre-defined templates, and not merely a framework, to support a green field operation. It should provide a competitive edge to the Bank, especially with respect to offering innovative Bank products with a quick time to operational efficiency, operational controls, superior service delivery, better risk management, higher experts retention, highest levels of regulatory and internal policy compliance and timely management information to support quick decision making at all levels of the Bank.
5. The scope of work for the Bidder is to provide the following services:

- i. Design, Size, Supply, Implement and Maintain the Automated DR Solution including hardware, OS, database if required etc.
- ii. At least first 4 DR drills to be conducted by OEM after successful implementation of proposed solution and training to be given to the Bank staff. Subsequently all DR Drill to be performed by bidder.
- iii. Any Change management process or upgrade process in Software should not affect the production database or application. No changes should be prescribed in the database or replication.
- iv. The offered solution shall have workflow-based monitoring, management, troubleshooting features.
- v. The offered solution should have reporting capability for the real time monitoring of a DR solution parameters like RPO (at DB level), RTO, and replication status and should provide alerts (including SMS and e-mail alerts) on any deviations.
- vi. The proposed solution must support all major platforms including Linux, Windows, Solaris, HP-UX, and AIX with native high availability options. It must support both physical and virtual platforms.
- vii. The proposed solution must have pre-packaged support for all widely used databases like Oracle, MSSQL, MYSQL, Sybase, PostGre SQL, DB2, NoSQL etc. It must support both physical and virtual platforms.
- viii. The proposed solution should integrate seamlessly with the existing setup without the need to reconfigure or remove existing application setup including clusters.
- ix. The offered solution should integrate with systems like Active Directory / LDAP or equivalent.
- x. The offered Solution should be compatible with database log-based replication and transaction-based replication.
- xi. Bidder is required to comply with the functional and technical specifications as mentioned in Minimum Technical Specifications

7.2.3.10 Internal Private Cloud Infrastructure for New Applications

1. Many of the applications are hosted on Banks Private Cloud infrastructure which is designed on x-86 Hardware platform. On a daily basis Virtual machines are created for different applications. To make the system ready Bank need to procure more x-86 systems with operating system and VM management software.
2. Bank envisages procurement of Servers and Switches for both DC and DRC. Bank's Data Centre (DC) is located in Mumbai and Disaster Recovery Centre (DRC) is in Hyderabad.
3. Integration, if any, with Bank's existing application platforms, Server and enterprise network etc.
4. Adherence to Service Level Agreements (SLA) as mentioned in this RFP document and periodic monitoring and reporting of the same to Bank.
5. Provision of comprehensive onsite warranty, AMC and maintenance of the in-scope components for the tenure of the contract.

6. De-gaussing and sanitization: For server hardware and buyback components, bidder/OEM is required to degauss/sanitize/destroy disk components before taking it away from Bank's premises.
7. All necessary Racks, Power strips, Power cables, Network cables, Fiber cables and any other components required for successful implementation of the solution are to be supplied and commissioned by the successful bidder at no additional cost to the Bank.
8. Bidder is, also, required to carry out activities given in the following table:

Sr. No.	Activity	Remarks
1	Physical delivery of server hardware at DC and DRC, as per Bill of Materials	Bidder has to supply and deliver server hardware; its related software, software licenses at DC and DRC, as per Bill of Materials, at Bank's site
2	End-to-end installation, implementation and integration of server hardware; at DC and DRC	Bidder/OEM is required to do end-to-end installation, implementation and configuration of in-scope server hardware and Switches. The Bidder/OEM has to harden the OS of the Server and Switches and configure the VM Cloud infrastructure as per Bank's requirement. Bidder/OEM is required to unpack, assemble, mount and boot the equipment, install necessary service packs, patches and fixes, set up and configure the equipment. Compatibility issues of sub-systems with OS, respective drivers, firmware, any other components are to be installed, if required, are to be resolved by bidder/OEM. Post end-to-end installation and implementation of equipment by bidder, Bank will conduct acceptance test to verify installation's compliance with the configuration and relevant setting provided by Bank.
4	Provide comprehensive on-site warranty and AMC support for the tenure of contract	Bidder will be responsible to provide comprehensive on-site warranty and back-to-back support from the OEM to meet the Service Levels defined in this RFP till currency of the Contract. Warranty of hardware will start from the date of hardware installation acceptance by Bank. AMC will start from the date of expiry of warranty period.
5	Migration Services	Bidder/OEM will be responsible to provide migration services as per the scope defined in this RFP.

9. For in-scope hardware as mentioned in this RFP document and in Technical Specification, bidder should avoid to quote components going end-of-sale within 24 months of its date of delivery.
10. Bidder should ensure that proposed hardware should not go end-of-life or end-of-support within 7 years of date of delivery of the hardware(s) and associated software(s), the same responsibility shall so survive even after termination or expiry of the contract.
11. Bidder is required to supply, install, implement, commission, integrate and provide comprehensive on-site warranty/AMC of all the in-scope server hardware based on the

Technical Specifications shared by Bank. The delivery plan must be synchronized with the project delivery timelines of Bank.

12. Bidder is required to submit a report/certificate from OEM confirming that the installation is in-line with RFP requirements, Bank's baseline security policy and OEM's standard installation practices.
13. The bidder shall document the migration plan(s) and design using the validated data collected during discovery process, including definition of the migration methodology to be employed.
14. The bidder is required to co-ordinate with Bank's existing System Integrator for migration of data from the existing server hardware to new server hardware at DC and DRC.
15. The solution should be prepared for tentative 3 Cluster at DC and DRC both
 - Database Cluster
 - Windows Cluster
 - Linux Cluster
16. The bidder has to provide separate platform Management Software licenses for Database, Windows and Linux cluster.
17. The bidder has to migrate the existing Database cluster (OS, Application and Data) from the current VMware environment to the proposed new solution. Also the bidder has to migrate the existing Linux VMs to the proposed new solution.
18. All the servers need to be of same configuration as mentioned in Annexure – 12 Minimum Technical Specification.
19. The solution should have native capabilities for replication and also accommodate and support any other replication technologies like those used by any other Hypervisor and or physical storages as may be. Enterprise licenses should be provided for the replication of Data between the DC and DR & to other node.
20. Storage should be able to provide guaranteed performance & Quality of Service even in case of node failures.
21. The solution to be capable of providing a single pane management for in scope Hardware & Software components with the capability for Operational Management (with Admin & User views), easy provisioning capabilities, Automatic / One click orchestration features, feature for creating templates or blueprints for various VM / containers, easy grouping of the provisioned resources and application of policies etc.
22. The solution to provide capability proactive alerts on utilization, performance health, security posture and point in time congestion or routes taken by packets in the network with topology diagrams, configuration to troubleshoot such issues as well as suggest likely remediation's to the extent possible etc.
23. The solution to be capable of providing comprehensive and extractable reports (in PDF along with XLS or CSV format) of Physical and Virtual System Utilization, Physical and Virtual System Availability, Security implemented in the landscape, Rules applied to individual VM and as a group.
24. The Management components must be highly available with no SPOF across both hardware and software components and across centres.
25. Solution should support private cloud set up comprises of Windows and Linux based guest OS on it.

26. Solution should support using the backup suites implemented in Bank for all backup requirements currently DELL EMC NetWorker & Data Domain or any new backup suite which Bank finds suitable and the solution should leverage the use of these backup solution for the purpose of Backup in the New cloud Solution.
27. Bidder has to provide Enterprise licenses for taking point-in-time snapshots of the virtual machines to be able to revert back to an older state if required in the Virtualization software
28. Backup Licenses should be Perpetual/Subscription in nature.
29. Support for real-time data storage tiring between cache and capacity disks to maintain optimal performance should be a part of the solution and any licenses for the same should be incorporated as part of the proposal.
30. The solution must have De-duplication and Compression features licensed and implemented from day one.
31. The solution should deliver zero data loss in case of disk, host or network failure. The platform should have ability to replicate VM's independently & irrespective of the Hypervisor SW.
32. Solution should support for hosting their SDS (Software Defined Storage) component with choice of servers hardware available from leading OEM's. Bank should be able to run SDS solution on any compatible x86 hardware of choice and Licenses proposed for Software Defined Storage (SDS) Platform should be perpetual / subscription in nature (end user License name must be in the name of Bank). Bidder/OEM need to provide the Hardware Validation on the proposed Solution. The SDS license should not be tied with any specific hardware and must be transferable to any x86 hardware, in case bank wants to deploy it on new x86 hardware.
33. The Platform must provide management through a web based HTML 5 console.
34. Solution should be able to take VM's snapshot/Storage snapshot at any time irrespective of VM's state (Power ON/Power OFF/Suspended) with retention policy.
35. The solution must support migration or replication of Virtual machines across multiple disaster recovery sites, so that key virtual machines can be recovered in times of disaster.
36. The bidder has to configure the solution to have catalogue of private cloud and self-service provisioning.
37. The bidder has to configure application lifecycle management with automated orchestration across multiple hypervisor and cloud.
38. The solution should provide ability to orchestrate readymade workflows with third-party integrations via APIs to simplify the use of complementary IT service management tools (Banks existing & future tools) and products.
39. The solution should be configured for Life Cycle Management Work flows: Provisioning, cloning, re-sizing, snapshot, deletion etc. There should be zero manual intervention in this entire process.
40. The bidder has to customise the dashboard as per Banks requirement.
41. Reports should be generated as per Banks requirement
42. Solution should be integrated with Banks AD and RBAC should be implemented.
43. The solution should be configured to have an approval process to review, reject or approve the blueprints/templates into the Repository.

44. The approval policies should be integrated with email/SMS notifications such that approvals/ rejections can be done.
45. The solution should offer cross hypervisor restoration from day1 wherein required licenses to be factored which should be capable of migrating Virtual machines flavour to other Virtual Machine flavour (From VMware to Nutanix and vice versa).
46. Licenses proposed for solution should be perpetual / subscription in nature (end user License name must be in the name of Bank). Bidder/OEM need to provide the Hardware Validation on the proposed Solution. The licenses should not be tied with any specific hardware and must be transferable to any x86 hardware, in case bank wants to deploy it on new x86 hardware.
47. The solution should provide enterprise data services such as compression in software. Solution must have de- duplication and compression features licenses and implemented from day one. These functionalities should be part of the proposed solution. The Solution must have functionality to support compression and or Deduplication online on data container without any downtime and data loss.
48. The bidder has to migrate the existing application / Database with data from the Servers on VMware, Hyper-V and Bare metal environment to the new Private cloud infrastructure.
49. The TOR Switch OEM has to configure spanning tree as per Bank recommendation.
50. The solution should be licensed with micro segmentation features.
51. Bidder has to provide KMIP 1.1 compliant software level KMS server in the solution or provide in bare metal servers in HA mode which should support AES-128 and AES-256 encryption of the workloads when at rest on storage without modifying the Guest OS. All kind of Operating System and application Licenses should be provided.
52. The proposed solution must have a native replication and DR orchestration solution from Day-1 and it must support RPO – 0 (sync Replication) and RPO – 2 hours etc.
53. The replication and DR orchestration licenses provided must be unlimited VM based.

7.2.3.11 Virtual Desktop Infrastructure (VDI) to leverage secured Remote Access

1. In the eventual situations like Covid -19 lockdown and restrictive movement Bank needs to be ready with a solution where Bank and Vendor staff can provide support to the critical systems from their home. A solution for secured access from home is required to be in place in the Bank.
2. The broad scope of work includes following but is not limited to:
 - a. Supply, Installation, implementation & maintenance of VPN less based VDI solution (based on Zero Trust Network Access) for Secured Remote Access for providing secure, reliable transport over internet, as per Banks security architecture design & pattern of traffic, this will include device rules / device policy definition and enforcement on the appliances proposed in this RFP. The solution will be used for work from home using desktop/laptop, Android/IOS devices.
 - b. The Solution should be capable of having for 250 Users which can increase to 1500 users, enable secure connectivity to Bank Applications/Resources from outside of LAN using internet.

- c. The Solution shall have Multifactor Authentication while connecting to Bank network based on user, network and end-point device context to prevent login fraud/unauthorized access. Multi-factor authentication should be based on TOTP, OEM Mobile Authenticator and option to add other advanced features like FIDO security keys, Password less, Push notification with number challenge, facial authentication and fingerprint authentication from day one.
 - d. The solution should provide geo-location detection of user's access device and authentication device which can be derived from WAN IP address as well as accurate geo location and should not allow login from proxy.
 - e. The solution should have SMS OTP, email OTP, mobile-app based authentication and password less authentication which has to be implemented by bidder.
 - f. Application should have DNS Security to protect users at DNS layer while they are using devices that are not on corporate network and are using normal internet. A user while not on corporate network may visit sites that pose risk and may not be appropriate as per corporate policy.
 - g. Implementation, configuration and management of the supplied hardware/software. The appliances will be implemented in Data Centre and DR Site.
 - h. Solution should have policy to restrict or block internet website access on local machine (laptop/desktop) while working on VDI.
 - i. Vendor should supply/integrate appropriate use cases through the respective SIEM and security solutions, to detect and remediate the vulnerable users/devices automatically.
3. A dashboard that shows the resources consumption for VMs and hosts - will suggest a more optimized way to allocate resources.
 - User experience trends analysis reports
 - Applications and published apps usage - will enable optimization of the application's license consumption.
 4. Solution should support Advanced Analytics & Reporting as well as Provide Remediation. It should automatically learn normal operating parameters for Desktop Virtualization infrastructure and user workloads.
 5. The solution should be able to integrate with Bank's existing SIEM solution and send processed or unprocessed data to SIEM for all advanced analytics on existing SIEM solution.
 6. Monitoring Solution should be able to show number of Established Sessions- Real Time & Historical Database.
 7. The Solution Should provide Features & Techniques to leverage optimum & Enhanced use of Resources – CPU , Memory & Storage while creating VDI – Published Server Desktops, Published Apps & Published Client VDI Operating Systems such as Windows 10 / 11 and flavors of Linux.
 8. Bank should have complete control to start & stop the User Session recording. User's sessions should be recorded as soon as user launches a Virtual Workload.

9. Solution should provide seamless integration of biometric(fingerprint scanner) in the application running inside Published Server Desktops, Published Apps & Published Client VDI Operating Systems such as Windows 10 / 11 and flavors of Linux
10. The Bidder should configure the solution to notify the users via email/alerts when their session is being recorded.
11. The Bidder should configure the solution to record logging of application starts and ends in such a way that the applications driven by the added process and its child processes are monitored.
12. The Bidder should configure the solution to restrict access to virtual applications or virtual shared desktops or virtual desktop if the endpoint does not have an Antivirus deployed or if the Antivirus is not up to date as per Bank policy.
13. Retention period for logs and history should be 180 days.

7.2.3.12 Access Management (AM) Solution

1. IAM (Identity and Access Management) is required to centrally monitor& manage the identity and access management of applications. Role Based Access Control (RBAC) & Attribute Based Access Control (ABAC) to be integrated with User Experience Review (UER). Currently Bank has implemented Identity Management by integrating Active Directory (AD) and HRMS through Quest One Identity Solution (one Identity Manager, one Identity Password Manager and Change Auditor).

SR No.	Product Name
1	Change Auditor for Active Directory
2	Enterprise Reporter for Active Directory
3	GPOADmin Enterprise
4	One Identity Manager
5	KACE Systems Management Appliance
6	Password Manager

2. Bidder has to provide on premise solution which will be integrated with Windows Active Directory Service and provide Single Sign-On [SSO], Multi Factor Authentication [2FA] & application access Management.
3. The bidder shall be responsible for providing Single Sign-On solution connecting to applications developed in-house along with other future developments and application that support SAML protocol built using various technologies like JAVAWebDynpro, Microsoft DotNet, IBM JAVA platform, HTML5/JS etc along with other future developments.
4. Solution shall be integrated with existing identity management solution, Windows Active Directory Service, Mail Messaging System and provide Single Sign-On [SSO], 2 Factor Authentication [2FA] & application access Management.
5. Authentication
 - a. Token or OTP (One Time Password) based authentication for multifactor or mobile authentication. The token or OTP will be sent using SMS/Email or any other method

- b. Easily configurable 2-Factor authentication to choose the OTP sending mechanism
 - c. 2-Factor authentication should integrate with SIEM
 - d. Seamless Integration With IDM Solution
- 6. Landing Page Features
 - a. The solution should offer customizable dynamic landing page which will be accessible on the Banks Network by Bank employees and authorized vendors
 - b. The solution should provide easy customization of UI to end user
 - c. User access log should be maintained
 - d. Solution should provide every user a personalized landing page with only those application icons that he has access to Multi Factor authentication for applications. The user should be able to launch other thick applications like DB client, VPN, SSH client and get multi-factor authentication applicable to the user.
- 7. Single Sign-On (SSO) Features
 - a. The solution must support Open standards like SAML, OAuth, OpenID Connect, LDAP.
 - b. The solution must support Implementation of SAML 2 Identity Provider and SAML 2 Service Provider for authentications based on SAML2
 - c. The solution must support Implementation of Auth2 Authorization Server and Resource Server for authentications based on Auth2
 - d. The product must support secured communication between different components using SSL
 - e. The Solution should support global idle session timeout, session timeout for idle sessions and single log-out
 - f. Should integrate with SIEM
- 8. API Management
 - a. The solution should be able to provide APIs for integration of legacy applications
 - b. RESTFUL API: support for authentication, authorization, and identity services from web applications or native mobile applications using REST Clients
- 9. Support
 - a. The product offered must be supported by OEM. In case the solution provider is SI, he should have backend agreement with OEM
 - b. The bidder must offer online & offline, both type of call logging facility to raise ticket
 - c. The bidder should be able to support the post go-live issues
 - d. The bidder must adhere to the SLAs. For high severity it is less than 2 hours and for low severity it is less than 6 hours
 - e. The bidder should fix any security vulnerability on higher priority
 - f. Support includes carrying out onsite Version Upgrade of all components by OEM/SI
 - g. The bidder should provide 24 X 365 product support for the period of 5 years starting from the implementation [go-live] date
- 10. Architecture

- a. The solution offered should be replicated at Disaster Recovery (DR) sites of Bank in passive mode. At any point of time only one setup will be active
- b. The solution must be configured in HA mode at Datacentre for all the components included as part of offering
- c. The solution should be implemented on Linux (RHEL)/Windows platform running on VMware virtualized environment
- d. Bidder has to do purging and rotation of Directory log files.

11. The installation of the Access Management Solution will be done by the OEM engineers.

7.2.4 AMC/ATS for Hardware and Software Items

1. The scope of the services and maintenance is to be provided for a period of five (5) years from the date of acceptance of installation by the Bank (i.e. 1-year warranty followed by 4 years AMC/ATS post warranty for Software and 3-years warranty followed by 2 years AMC post warranty for Hardware.). After expiry of five years, Bank has the option to extend AMC/ ATS for additional two years at the same cost of 5th year price.
2. The bidder should keep the bank explicitly informed about the end of support dates of the related products/hardware and should ensure support during the warranty and AMC period.
3. The bidder shall provide perpetual licenses and the bank is free to procure AMC/ATS for all or part of the licenses provided in this contract.
4. The bidder shall ensure all kinds of maintenance, deployment, re-deployment of Solution under RFP scope, at central or remote sites and at endpoints of branches/offices as part of maintenance only. No additional charges shall be payable for redesigning / re- deployment or maintenance of solution at any or all endpoints including DC and DR sites of the Bank ordered from time to time. The bidder shall ensure all activities pertaining to continuity of the smooth running of the solution as part of AMC/ATS without any extra cost to the Bank.
5. Onsite Comprehensive maintenance of all applicable products, services, modules and accessories on yearly basis and sensitization of the end user for avoiding upcoming hazards on a regular basis. The vendor shall share the preventive maintenance reports in digital form/soft copy and hard copies shall, on demand by the bank. If any part / items / accessories of the delivered products are found non-working / defective (due to whatsoever reason) during preventive maintenance, the Vendor at no extra cost to the Bank will replace it. The PM reports of the delivered products shall be duly recorded in two copies and produced as and when required.
6. Call basis Support for Solution related malfunctions, configuration as defined in SLAs and ability to log requests online. If required, engineer may have to visit the site for resolution of the issue.
7. **Bank has the option for extending the AMC/ATS of the in scope components for additional 2 years after expiry of the contract at the same cost of 5th year AMC/ATS cost of this tender.**
8. During AMC, it will be mandatory on the part of the supplier to attend and resolve break down calls if any, as per the parameters/ timeframe defined in the “Service Level

- Agreement". The Vendor shall be responsible for non-compliance of SLA, due to delayed replacement of defective equipment /faulty parts/ software upgrades.
9. The successful bidder will attend to all breakdowns (due to whatsoever reason) in the Equipment/Systems, rectify problems thereof, and replace the faulty components of the systems with serviceable components. Such replacements will be free of cost on exchange basis. In the event the maintenance/ repair of any unit is to be carried out at any of the workshops, the Vendor shall make all arrangements for removal and transportation of equipment to the respective workshop and back to site at their risk and cost and will hand over the equipment in 100% working condition after repair/maintenance/rectification.
 10. The Bank may procure & install new component(s) as a part of up gradation of existing system. In such cases, the original equipment (less new components) will continue to be governed by the AMC agreement and the new equipment(s) procured shall be covered under AMC on expiry of warranty period.
 11. The Vendor will have to handover the system in 100% working condition on termination or at the end of the contract. Any breakdown call that has been reported before termination of the contract shall have to be corrected by the Vendor before handing over to Bank.
 12. For on-site comprehensive maintenance of equipment, the tools, test equipment and fixtures etc. required (if any) for maintenance shall be provided by the Vendor only.
 13. The Bank can terminate the AMC contract to the supplier of the equipment and discontinue the same due to performance issues by giving 90 days' notice.
 14. AMC contract can be extended at the discretion of the bank at the same rates after the expiry of the contract period.
 15. Payment of support will be done as per calculation of the uptime, which is mentioned in the related clause.
 16. The Bank, at its sole discretion, will enter into AMC.
 17. Include all applicable Software Modules / Components items as applicable, indicated in the Price Schedule.
 18. Bank at its discretion can terminate the AMC contract in whole or as part thereof with the Vendor and discontinue the same without citing any reason by giving 90 days' notice and applicable amount, on a pro-rata basis, for the service rendered shall be payable.
 19. For the crucial issue hampering the working of entire system, the maximum response time for a maintenance complaint from the site of installation (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 4 (four) hours.
 20. The Supplier shall ensure that faults and failures intimated by the Bank as above are set right within 6 hours of being informed of the same.
 21. The bidder shall ensure re-deployment of Solution at central or remote sites or at endpoints as part of maintenance only. No additional charges shall be payable for re-designing / re-deployment of solution at any or all endpoints including DC and DR sites of the Bank. The bidder as part of AMC without any extra cost shall ensure all activities pertaining to continuity of the solution to the Bank.
 22. AMC for System hardware and Software / off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.

23. Both the bidder and OEM will be totally responsible for the maintenance, configuration and fault free operations of supplied infrastructure i.e., hardware, software and its maintenance during the warranty and post warranty (AMC/ATSperiod) period.
24. Any technical glitch/ issue in installed infrastructure of the solution (i.e., hardware and software, OS/DB etc.) should be attended on priority and should cover under warranty/AMC.
25. Clauses related to Version Upgrades/Updates
- The successful bidder should provide onsite support for all minor and major version upgrades, firmware upgrades in time for the devices and software supplied by the Successful Bidder from the Original Equipment Manufacturer (OEM) and during the period of contract at no extra cost.
 - Program updates patches, fixes and critical security alerts as required.
 - Documentation updates.
 - All regulatory / statutory changes should be done without any additional cost to the Bank.
26. Right to Use Defective Product
- If after delivery, acceptance and installation and within the guarantee and AMC period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.
 - Arranging for the replacement of defective equipment / faulty parts (due to whatsoever reason) of equipment's on time basis as per SLA and the necessary coordination with OEM for the same during the whole contract period.
 - **Service Level:** All defective parts/faulty Part shall be replaced at no extra cost. Replacement parts shall be new part from the same manufacturer(s). Whether a defective item or component is to be replaced or repaired shall be at the sole discretion of the bank. In the case of a part, the defective part removed from the system will become the property of the selected firm.
 - **Response Time Maximum:** Response Time for Remedial Maintenance under the contract is measured in elapsed coverage hours from the time a service request is received to the time the vendor's customer engineer arrives at Bank Site. This contract provides maximum of 4 coverage hour's response time.
 - **Response Time Maximum:**
 - If Response time <=4 Hrs then no penalty
 - If Response time > 4 Hrs but <=8 hrs then 2% of Monthly Contract Value if it is under warranty else 2% of monthly AMC cost.
 - If Response time > 8 Hrs but <=24 hrs then 5% of Monthly Contract Value if it is under warranty else 5% of monthly AMC cost.
 - If Response time > 24 Hrs then 10% of Monthly Contract Value if it is under warranty else 10% of monthly AMC cost.
27. 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 (3 year) / AMC, 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.

7.2.5 Audit Trail Requirement

1. Audit logs reporting & analysis tool: Solution should be able to capture and display all events (either in sequence or by event type) in a simple, intuitive interface to understand the contributing events to an infection during the contract period of 05 years.
2. Store log data in a compressed manner, data must be stored in encrypted form and shall have features that support different retention/archival requirements for various logs.
3. Logs Integration
4. In case of Material Workload, all logs of assets related to Bank's subscription/ tenant should be integrated with the Bank's SOC.
5. All logs in case of Standard Workload hosted on the cloud should be integrated with Bank's/ SOC/SIEM/SOAR.

7.2.6 Bidder FM Services

Bidder is required to provide FM Services for the following below mentioned components –

- 1) Server Backup Software Solution
- 2) Disk Based Primary Backup Hardware
- 3) Object Based Storage,
- 4) Tape Library
- 5) Desktop Backup Solution
- 6) Batch Job Automation Processing Solution,
- 7) Domain User Administration Privileges,
- 8) Remote Access Control Management Software,
- 9) Orchestration DR Drill Management Tool,
- 10) Internal Private Cloud Infrastructure,
- 11) Virtual Desktop Infrastructure (VDI),
- 12) Access Management Solution

Refer to section 7.3 of this RFP for detailed Bidder's FM Services

Refer to start and end date in Annexure 2: Commercial Bill of Materials

7.2.7 OEM Professional Services

1. Bidder is required to provide OEM Professional Services for the following below mentioned components –
 - 1) Backup Software
 - 2) Disk Based Primary Backup Hardware
 - 3) Object Based Storage,
 - 4) Batch Job Automation Processing Solution,
 - 5) Domain User Administration Privileges,
 - 6) Remote Access Control Management Software,
 - 7) Orchestration DR Drill Management Tool
 - 8) Internal Private Cloud Hypervisor
 - 9) Internal Private Cloud Hardware
 - 10) Virtual Desktop Infrastructure (VDI)
 - 11) Access Management Solution

7.2.8 Delivery & Installation

The Bidder must perform below activities to successfully deliver and install the in-scope component required for this project.

1. The bidder to coordinate with the respective Data Centre SPOC (DC&DRC) in respect of all the assignments relating to this particular RFP.
2. The bidder is responsible for delivery, transportation, transit insurance, of in-scope components of the RFP, insurance till acceptance by the bank, installation/implementation and commissioning of In-scope Components at sites including integration, acceptance testing, documentation, warranty, annual maintenance.
3. Any delay in installation of the proposed in-scope components for whatsoever reasons should not entail in expiry of insurance and the same should be continued to be extended up to the date of installation, acceptance and commissioning of the in-scope components and its associated licenses by the Bank.
4. The bidder shall be responsible for installation and commissioning and other related activities.
5. During the installation, the bidder shall check physical availability of items as per the Bill of materials. If any of the items are not delivered / not as per the specification etc., the bidders' representative/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered.
6. The Bidder shall have to arrange for all testing equipment and tools required for installation and maintenance.
7. In case damage of the property owned / leased by the Bank during delivery and installation which is attributable to the bidder, bidder has to replace the damaged property at no cost to the bank.
8. The bidder shall adhere to the service level specified in the RFP for the migration of the data from existing solution to proposed solution.

9. Bidder shall document migration Plan(s) and design using the validated data collected during discovery process, including definition of the migration methodology to be employed.
10. The bidder shall adhere to the service level specified in the RFP for the installation/implementation of in-scope components supplied by the bidder.
11. The Bidder should provide the necessary Power, Space, Cooling requirements for the deployment of Hardware for in-scope Applications.
12. The Bidder is required to provide the necessary pre-requisites to the Bank at least two weeks before the product delivery.
13. Bidder is required to co-ordinate with the CBS-SI for the installation of all Software Licenses
14. Bidder is required to submit a report/certificate from OEM confirming that the installation is in line with RFP requirements, Bank's baseline security policy and OEM's standard installation practices.

7.2.9 Maintenance

The Bidder must perform below activities to successfully install in-scope Components of this RFP after successful migration of the data.

1. The Bidder shall provide the High-Level Document & Low-Level Documentation with As-is built documentation to the existing vendor.
2. Provide Knowledge Transfer to Bank throughout delivery of the Service, which includes a detailed overview on the implementation and configuration parameters and features and functionality of Bank's in-Scope components of this RFP. This should include a handbook about maintenance, management and housekeeping which shall be guiding document to Bank and or its appointed Bidder.

7.2.10 RFP In-Scope Activity Set

This section describes the High-level activity list to be followed by relevant stake holders will complete the required activities in the following set:

Activity Set	List of Detail Activities
Kick-Off Meeting	Bidder will: ✓ Conduct a Kick-off Meeting with the Bank stakeholders to review the project Scope, Approach, Deliverables, Milestones, and responsibilities of both parties. ✓ During the Kick-off Meeting, Bidder will exchange contact, procedural and schedule information with Bank
Pre-Site Tasks	Bidder will: ✓ At least one week prior to commencing Service at the Service Location, Bidder will provide Bank with a Pre-site Readiness Checklist. Bidder will verify that the necessary prerequisites listed in the Pre-site Readiness Checklist have been completed. Checklist includes an inventory of Bank's environment included in the Scope of the Service. ✓ Bidder will meet with the Bank to confirm logistics, such as user access and workspace, and identify any modifications to Bank's inventory in the Pre-site Readiness Checklist.

Activity Set	List of Detail Activities
	✓ When the Pre-site Readiness Checklist is completed and verified by Bidder, Bidder and Bank will schedule the Service to commence at the Service Location.
Handholding and Training	Bidder will: ✓ Provide Knowledge Transfer / hand holding to Bank's technical staff throughout the delivery of Service, which includes a detailed overview on the implementation and configuration parameters and features and functionality of the proposed in-scope Application software and System & Supporting software. ✓ A detailed training by Bidder/OEM has to be conducted for selected bank employees / SI on the implemented solution
Project Closure	Bidder will: ✓ Review the proposed Applications, System Software and supporting Applications with the migrated data with Bank's project team. ✓ Review Service-related documents with Bank. ✓ Review troubleshooting, support, and escalation procedures with Bank.

7.2.11 Mandatory Training/ Knowledge Transfer

1. A Comprehensive training shall be the key to successful Operations and Maintenance; hence, the Bidder is required to provide required training to Bank nominated Officials. The training documents, including Operating Manuals, Standard Operating Procedures (SOP) for the proposed solution shall be prepared and shared by the bidder with BANK. Training will be conducted at Bank location for the batch of around 10 resources for 2 days in 2 batches for each module. The required infrastructure for training will be provided at Bank's location.
2. However, at a minimum, the plan shall include the following:
 - Overview of the components Installed
 - Technical Architecture
 - Technical and Operational Manual of the solution
 - Handling worst case scenarios (Malwares, Zero Day Vulnerabilities among others)
 - The above plan is only indicative; the final training plan shall be finalized between the successful bidder and Bank. No separate charges will be paid for training

7.3 Facilities Management Services

1. This section describes the Facility Management (FM) services required by the Bank in the RFP. Successful Bidder needs to consider and envisage all services that would be required in the maintenance of in-scope components part of this RFP for the period of contract.
2. Facilities Management Services is envisaged for the DC, DR, Near Site, branches and offices including CO, ZOs, ROs and other administrative outfits. The support for branches and offices including CO, ZOs, and ROs will be provided remotely from

DC and DR for the in-scope components of the RFP (hardware, software and application).

3. Facilities Management for all purposes means all onsite people deployed providing support, AMC, warranties, ATS required for the maintenance, monitoring and support of the application, and equipment.

7.3.1 Facilities Management Services – Scope of Work

- a) Successful Bidder is required to provide support at all levels i.e. L1, L2, L3 for all in-scope components part of the RFP, during the tenure of the contract. Successful Bidder is required to provide branch level installation and remote trouble-shooting support for the components in the tender.
- b) The FMS Engineer is required to provide support for equipment replacement.
- c) The FMS Engineer is required to perform fine tuning for all the hardware equipment/Appliance and Software/System Software part of the RFP, on a regular basis.
- d) The FMS Engineer is required to co-ordinate warranty repair or replacement service for the hardware and process warranty claims, as applicable.
- e) The FMS Engineer is required to co-ordinate and schedule maintenance activities with the end user and appropriate support functions of the Bank.
- f) The FMS Engineer is required to maintain accurate documentation on the current location and status of hardware/software in the process of being repaired /updated.
- g) The FMS Engineer is required to provide maintenance data, as reasonably requested by the Bank, to support replacement/refresh scheduling.
- h) The FMS Engineer is required to co-ordinate with all the stake holders including OEM for maintenance, replacement or any up-dation of software.
- i) The FMS Engineer is required to update, or provide the information required for the Bank to update the Asset Management system with the Bank.
- j) The FMS Engineer needs to ensure that, any software patch updates / releases / advisory from OEM; OEM should notify Bank's stake holders via email.
- k) The Bank will not be liable to pay any additional amounts in respect of any sort of maintenance required during the tenure of the contract for in-scope components part of the RFP.
- l) The FMS Engineer is required to provide preventive maintenance of in-scope components part of this RFP on bi-annually basis and submit observation reports to the Bank.
- m) The FMS Engineer is required to conduct DR-drills quarterly as per Bank's schedule to test the functionality of the DR for the in-scope components in this RFP.

7.3.2 Scope of Work for Onsite Engineer

The Scope includes (but not limited to) the following:

- a) Post go-live, on-site L1 or L2 support should be available during business hours on all working days of the Bank, for the period of contract. Onsite resource should extend the support during non-business hours or non-working days on need basis, such as for any issue with the deployed solution or during planned activities etc. The on-call support must be available on 24x7x365 days basis.
- b) The Onsite resource should roll out and maintain all in-scope components part of the RFP.

- c) Overall proactive monitoring through online dashboard and management of in-scope components and related services part of this RFP. The implementation of IT solutions on additional agents after signoff of the solution shall be done by onsite Engineer without any extra cost to the Bank.
- d) Overall monitoring and management of the project during and after installation for the full period of contract.
- e) Submission of periodical reports on the performance of all in-scope components and its reviews.
- f) Redesigning of the solution for optimal output of the solution in interest of the Bank during the period of contract.
- g) Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the services/Operations.
- h) The onsite resource should support and coordinate / cooperate with the bank & vendor teams.
- i) The onsite resource should optimize existing processes and recommend changes for optimal functioning of Solution, in-tune with best practices and audit compliance.
- j) The onsite resource has to ensure the support from respective OEM for all in-scope components to carry out the activity for expansion, upgrade and configuration of proposed solution during the period of contract without any additional cost to bank.
- k) The bidder shall provide backup resource in case onsite resource avails leave.
- l) Onsite resource should coordinate with all the internal teams for follow-up for open tickets & activities.
- m) Confidentiality of the Bank's data and all related details shall not be disclosed by the bidder to any third parties or persons.
- n) The Bidder should submit back-ground verification report of the onsite engineer along with all documents at the time of joining onsite.
- o) The onsite resource to be deputed will be interviewed by Bank's officials prior to deputation. If not found as per Banks' requirement, Bank will not permit the deployment of such resource(s).
- p) The deputed personnel should be prepared to work for extended hours in case of need.
- q) The deputed personnel should abide by timings of the Bank.
- r) The on-site resource shall not be changed without prior approval from the Bank and adequate notice period must be served i.e., minimum one month for L1 / two months for L2. Any resigned resource of the on-site team should not be relieved before giving suitable replacement; and should surrender/ submit all the bank assets.
- s) Absence of any resource must be complemented with an equally skilled resource.
- t) If the onsite engineer is found to be not qualified / suitable / his performance is not satisfactory, the bidder will have to replace the engineer within 45 days of written communication from the Bank regarding the same.
- u) The onsite resource should consult and assist various admin/application teams in operating and adapting to IT Operations management solution during the period of contract.
- v) The resource should create Training/Knowledge Base (KB) Articles on the platform and associated tools and keep it updated timely as part of knowledge repository to enable self-learning with the Bank.

- w) The onsite resource for RedHat Administrator has to install, configure, manage, patch update version upgrade servers for Redhat operating System.

Any other task(s) associated/ related with the proposed solution and not listed above.

7.4 Service Window

Suitably qualified human resources shall be deployed to perform various activities under each of these service areas described in more detail further in this document.

Service Area	Services Window
L3 – For Total Project (SPOC for the Project)	Onsite support General shift from 10 AM to 6 PM (Monday to Friday and working Saturdays) and Telephone Support – after Business hours & on Holidays
L2 –In- Scope Solutions Backup Software for CBS, VM and Container & Desktop Backup solution and Tape Library, Domain User Administration Privileges and Remote Access Control Management Software, Orchestration DR Drill Management Software, Batch Job Automation Processing, Internal Private Cloud Hardware and Software, Virtual Desktop Infrastructure (VDI) and Access Management System, Red Hat Administrator	Onsite support General shift from 10 AM to 6 PM (Monday to Friday and working Saturdays) and Telephone Support – after Business hours & on Holidays
L1 –In Scope Solutions Backup Software for CBS, VM and Container & Desktop Backup solution and Tape Library, Domain User Administration Privileges and Remote Access Control Management Software, DR Drill Management Software , Batch Job Automation Processing, Internal Private Cloud Hardware and Software, Virtual Desktop Infrastructure (VDI) and Access Management System, Red Hat Administrator	24x7x365 at DC; for DR & NS (remotely from DC)
L1- Support at DR Site	Onsite support General shift from 10 AM to 6 PM (Monday to Friday and working Saturdays) and Telephone Support – after Business hours & on Holidays

7.5 General Responsibility of the Bidder

Delivery, Installation and Maintenance –

1. The Successful Bidder should co-ordinate with the respective SPOC (DC/DRC/Branches) for all in-scope components part of this RFP.
2. The bidder shall specifically mention the make and model of the items offered for all the requirements in terms of RFP without fail. Failing which the bid is liable to be rejected.
3. The bidder is responsible for delivery and installation of all in-scope components. The bidder should, also, be responsible for acceptance testing, documentation, warranty, AMC and ATS.
4. Any delay in installation and implementation of any in-scope component, for reasons solely attributable to the bidder, should not entail in expiry of insurance and the same should be continued and extended up to the date of installation and acceptance signoff for the delivered in-scope component and its associated licenses.
5. The bidder should be responsible for installation and other related activities such as unpacking, un-crating, post-delivery inspection etc.
6. During installation, the bidder should check physical availability of items as per the packing list. If any of the items are not delivered / not as per the specification / damaged etc., bidders' representative/s at the site shall take immediate steps and ensure all the items are delivered so that the installation doesn't get hampered. The bidder shall have to arrange for all testing equipment and tools required for installation, maintenance, and arrange the vehicle for transport at no additional cost to Bank.
7. In case of damage of the property owned / leased by Bank during delivery and installation of any of the components, which is attributable to the bidder, the bidder has to replace the damaged property at no cost to Bank.
8. The bidder shall ensure compatibility of to-be supplied software licenses with the hardware and software systems being used in Bank.
9. The bidder shall adhere to the service level specified in the RFP for the installation of software licenses supplied by them.
10. The bidder shall conduct preventive maintenance (including, but not limited to, inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from exterior of equipment and necessary repairing of equipment) at specified intervals as may be necessary from time to time to ensure that the equipment is in effective running condition so as to ensure trouble free functioning.
11. The bidder shall provide replacement component, if any component is required to be taken out of the premises for repairs at no additional cost to the bank.
12. The bidder shall document the migration plan(s) and design using the validated data collected during discovery process, including definition of the migration methodology to be employed.
13. The bidder should ensure Knowledge Transfer to Bank throughout delivery of the service, which should include detailed overview of the implementation and configuration parameters and features and functionality of the proposed in-scope components.

14. The bidder is required to co-ordinate with Bank's existing System Integrator for implementation of OS on server hardware, VM creation, migration of data at DC & DRC
15. The bidder is required to co-ordinate with Bank's existing System Integrator for migration of database along with data from the existing server hardware to new server hardware at DC and DRC.
16. The bidder is required to co-ordinate with Bank's existing System Integrator for implementation of OS on server hardware at DC & DRC
17. All changes and/or customizations in in-scope proposed solution and AMC & ATS of in-scope components as and when required by Bank Officials, the same will have to be delivered at no additional cost to the bank, during the tenure of the contract.
18. Data Validity and confidentiality: Bidder to ensure no unwarranted, illegal and fraudulent misuse of data shared by the bank and bidder to categorically indemnify the Bank against any losses that the bank may suffer on account of any such fraudulent and illegal act by the Company or its employees.
19. 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
20. If the bidder feels that certain features offered are superior to what bank has specified, it shall be mentioned separately. Information regarding any modification required in the proposed configuration to meet the intent of the specifications and state of the art technology shall be provided. However, bank reserves the rights to accept the modification/ superior features suggested /offered.
21. The bidder shall provide all other equipment and services, whether or not specifically mentioned in the RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability.
22. The selected bidder shall own the responsibility to demonstrate that the product offered are as per the specification /performance stipulated the RFP and as committed by the bidder either at site or in bidder's work site without any extra cost to Bank.

8 Project Timelines

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

#	Activity	Weeks	Time Period for Completion
1	Supply and delivery of hardware components at DC, DRC	16 Weeks	Within 16 weeks of date of acceptance of the Purchase Order (PO) by the Successful Bidder
2	Installation of hardware at DC and DRC	6 Weeks	Installation and implementation of hardware and software, software licenses at DC and DRC solution - Within 6 weeks of date of delivery acceptance
3	Supply and delivery of software, software licenses at DC, DRC	6 Weeks	Within 6 weeks of date of acceptance of the Purchase Order (PO) by the Successful Bidder or Date of intimation by the Bank.

#	Activity	Weeks	Time Period for Completion
4	Migration services	16 Weeks	Database and file system migration – Within 16 weeks of hardware installation acceptance by Bank
	Commissioning of Application / Hardware		
5	Backup Solution with Disk based Primary Backup Solution	12 Weeks	12 Weeks from the hardware installation acceptance or Date of intimation by the Bank
6	Object Based Storage & Tape Library	10 Weeks	10 Weeks from the hardware installation acceptance or Date of intimation by the Bank
7	Desktop Backup System	10 Weeks	10 Weeks from the hardware installation acceptance or Date of intimation by the Bank
8	Batch Job Automation Processing Software	16 Weeks	16 Weeks from the acceptance of PO or Date of intimation by the Bank
9	Domain User Administration Privileges	12 Weeks	12 Weeks from the acceptance of PO or Date of intimation by the Bank
10	Remote Access Control Management Software	12 Weeks	12 Weeks from the acceptance of PO or Date of intimation by the Bank
11	Orchestration DR Drill Management Solution	16 Weeks	16 Weeks from the acceptance of PO or Date of intimation by the Bank
12	Internal Private cloud Software and Migration of VM from VMware to new Private Cloud	20 Weeks	20 Weeks from the hardware installation acceptance or Date of intimation by the Bank
13	Virtual Desktop Infrastructure (VDI)	16 Weeks	16 Weeks from the acceptance of PO or Date of intimation by the Bank
14	Access Management System	20 Weeks	20 Weeks from the acceptance of PO or Date of intimation by the Bank

The Bank, at its discretion, shall have the right to alter the delivery, implementation schedule and quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises. As there are many applications covered under this RFP, Bank will schedule the implementation plan and accordingly for some of the application above schedule will start from the data of intimation by the Bank.

9 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). For any major break down such as crash, the Bidder must arrange for immediate on-site support for recovery and resumption of operations. The re-installation of the software if required is the sole responsibility of the Bidder, which should be treated as service provided under.

Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training. During the ATS period, all upgrades should be free. All regulatory / statutory changes should be done without any additional cost to the Bank.

10 Liquidated Damage

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 including delivery and installation 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.

11 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 Annexure17: Land Border Sharing Undertaking 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 of 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.
 6. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

12 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, 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.

13 Bid Submission

1. 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.
2. “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, 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.
3. 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

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

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

Bid Submission Mode	https://centralbank.abcpurchase.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 VrushaSoni: 9904407997 vrusha@eptl.in Mobile Numbers: +91-9904407997 9081000427

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.

Dos and Dont's 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 so that bid submission could be completed well before closing time of bid submission.
- Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
- Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
- Part submission of bids by the Bidder's will not be processed and will be rejected.

Terms & Conditions of Online Submission

1. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcprocure.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back -up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering 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. 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.
16. To avoid any inconvenience / complication on the last day of bid submission, it is advisable to submit the bid one day before the last date. Further, any technical glitch during bid submission should be reported at least 04 hours before the bid closing time and not after that. Any communication in this regard received within 04 hours of bid closing time shall not be entertained by Bank. Neither bank nor e-Procurement Service Provider shall be liable for non- submission of bid in the above mentioned circumstances.

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(CBoI): 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, like 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 CBoI. 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:

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

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

14 Integrity Pact

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure9: Integrity Pact duly stamped for ₹600. 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 TrivikramNathTiwari [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 mailid before contacting with IEM.
smsunteam@centralbank.co.in
cmitd@centralbank.co.in
agmitd@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.

15 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: Commercial Bill of Materials.

- a. The commercial offer should be in compliance with Technical configuration / specifications as per Annexure12: Minimum Technical Specifications.
- b. The price to be quoted for all individual items and it should be unit price in Indian rupees.
- c. 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 Selected Bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by 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.

- d. The price is exclusive of taxes like Goods and Services Tax, which shall be paid as per actuals.

16 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 honor 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.

17 Evaluation Process

The competitive bids shall be evaluated in three phases:

- Stage 1 – Eligibility Criteria
- Stage 2 – Technical Bid stage
- Stage 3 – Commercial Bid with Negotiations

Stage -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.

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.

Stage-2 Technical Evaluation Criteria

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

- 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.
- Compliance to the minimum technical specifications as in Annexure 12: Minimum Technical Specifications
 - The Bidder is expected to provide their “compliance” against each line item stated in the Minimum Technical Specifications, this means that the Bidder confirms compliance to the stated specifications and the terms of the RFP and subsequent addendums. Deviations to the Compliance requirements may lead to disqualification.
- 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
- Presence of Bidder Service centers in Mumbai and Hyderabad

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

1. The bidder must comply to scope of the requirement as set out in the RFP and
2. 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.
3. The Bidder must comply to all the line items in Annexure 12: Minimum Technical Specification 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.

Stage-3 Commercial Evaluation Criteria

Only those Bidders who have qualified after Stage 2 of Technical evaluation will be eligible for the Commercial Evaluation Criteria .The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of 5 years.

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 the right to negotiate the Commercials with L1 Bidder, if required. At the end of 5 years, Bank has the option for extending the AMC/ATS of the in scope components for additional 2 years at the same cost of 5th year AMC/ATS of this tender.

The Total cost of Ownership of this tender will be the Grand Total - TCO quoted by the Bidder of the Summary Sheet of Annexure-2 Commercial Bill of Material.

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

Note: 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.

18 General Terms

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:

Item Description	Percentage Payment	Milestone
Software 1. INTERNAL PRIVATE CLOUD SOFTWARE 2. BACKUP SOLUTION SOFTWARE 3. DESKTOP BACKUP SOLUTION SOFTWARE 4. ORCHESTRATION DR DRILL MANAGEMENT SOFTWARE (Will be implemented in phased manner. Bank will inform accordingly)	60%	On delivery of Licenses
5. DISK BASED PRIMARY BACKUP SOFTWARE 6. OBJECT BASED STORAGE SOFTWARE 7. BATCH JOB AUTOMATION PROCESSING SOLUTION, 8. DOMAIN USER ADMINISTRATION PRIVILEGES	30%	On Successful Installation & Go-live of Application/Tool
9. REMOTE ACCESS CONTROL MANAGEMENT SOFTWARE 10. VIRTUAL DESKTOP INFRASTRUCTURE (VDI) 11. ACCESS MANAGEMENT	10%	3 Months Post Successful go-live of Application/Tool or Submission of equivalent amount PBG valid for 3 months

SOFTWARE		
Software ATS	60%	On submission of documentary proof of “Back to Back Agreement with OEM” to Bank for renewal
	40%	Successful Upgradation to latest version of software and Sign off from Bank of Application / Tool
System Software (OS, DB, etc)	60%	On delivery of Licenses
	30%	On Successful Installation of System Software
	10%	3 Months Post Successful Implementation of System Software
Delivery of Hardware	60%	On Delivery of Hardware/Appliance based solution
	30%	On Successful Installation of Hardware/Appliance based solution
	10%	3 Months Post Successful Implementation of Hardware/Appliance based solution
Installation & Commissioning of Hardware/Software – New Solution	100%	On successful installation and Acceptance Sign-off from Bank
Hardware Appliance – AMC –	Quarterly	AMC will be paid quarterly in arrears
FM Services (Bidder)	Quarterly	FMS Charges shall be paid quarterly in arrears
Professional Services from OEM	100%	At the start of service availment
Extra Professional Services / Other Cost	100% in Arrears	Will be paid in arrears post completion of activity and sign off by the bank

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

1. 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.
2. 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 in conformity with these guidelines and proceed accordingly.

3. Goods and Services Taxes (GST) and its Compliance: -

- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
4. 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.

19 Service Level Agreement

This section describes the service levels that has 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.

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

19.1 Service Levels during implementation phase

- a) The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section - Project timelines.
- b) Penalty would be levied for delivery, installation, and implementation delays for in-Scope components (such as product, ATS, Implementation, etc. part of this RFP) 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.

19.2 System Availability

System availability is defined as $\{(\text{Scheduled operation time} - \text{system downtime}) / (\text{scheduled operation time}) \} * 100\%$.

Where:

1. Scheduled operation time means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
2. System downtime subject to the SLA, means accumulated time during which the System is not available to the Bank's users or customers due to in-scope system or infrastructure failure, and measured from the time the Bank and / or its customers log a call with the Bidder's help desk of the failure or the failure is known to Bidder from the availability measurement tools to the time when the System is returned to proper operation.
3. Critical and Key infrastructure of Data Centre, Disaster Recovery Centre and Near Site will be supported on 24x7X365 basis.
4. Downtime shall commence when the respective hardware and or it's associated software fails.
5. Uptime will be computed based on service availability of the in-scope components. Also, non-compliance with performance parameters for business and system / service degradation will be considered for downtime calculation.
6. Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, Bidder (as per the criticality and nature of the issue) will provide onsite assistance at respective locations (DC, DRC) within response resolution window.
7. If any one or more of the components defined in —Critical at the Data Centre, Disaster Recovery Facility and are down resulting in non-availability of Solution, then affected services / components listed in the —Critical availability measurements table shall be considered for calculating the system downtime.
8. Service Levels will be complied with irrespective of the customizations that would undergo during the tenure of the Contract.
9. Typical Resolution time will be applicable if services are not available to the Bank's users and customers and there is a denial of agreed services.
10. The bidder to provide warranty &ATC support on all days (24X7X365) for period of contract
11. Bank has defined in-scope services and corresponding SLAs as under, Bank shall evaluate the performance of the Bidder on these SLAs compliance as per the periodicity defined.
12. The Successful Bidder shall provide, as part of monthly evaluation process, reports to verify the Successful Bidder's performance and compliance with the SLAs. Automated data capturing and reporting mechanism will be used for SLA reporting. The bank will leverage existing/future EMS tools to monitor and manage the Solution/IT Infrastructure.
13. If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a Service Level Default.
14. Overall cap for penalties over the tenure of the contract will be 10% (ten percent) of the contract value.
15. Penalties if any, as defined by SLAs, shall be adjusted in the payment of a quarter. Balance penalties, if any shall be levied in the payment for the subsequent quarter.
16. The Bidder to provide Support contract backline to OEM for the complete duration of contract period. Letter to be provided by OEM for the backline proof, prior to release of payment.
17. Bidder agrees to ensure that all the items / products used for delivering services to the Bank including all components are new and are using state of the art technology. Bidder

shall provide such proof of the new equipment (e.g. Copy of invoice etc.) to the Bank. In case of software supplied with the system, Successful Bidder shall ensure that the same is licensed and legally obtained in the name of end customer i.e., Bank with valid documentation made available to the Bank.

Note: All service level penalties will be reconciled at the end of every quarter.

19.3 Issue Criticality Classification

1. The classification strategy has been envisaged to prioritize problem resolution based on Bank's priorities rather than in an ad-hoc manner. Classification framework will help Bank and the bidder to develop a shared understanding of the issue at hand, as well as the anticipated response and resolution timelines.
2. In order to improve the accuracy of the classification of an issue, application specific performance thresholds have been defined based on two characteristics, as mentioned below:
 - a. Impact: Number of users getting affected by the issue
 - b. Availability: Uptime of the system, both, in absolute terms as well as percentage terms
 - c. In case of a disaster at DC or DR drill, DRC would be the primary site and then, infrastructure at DRC shall be considered as Critical and penalty shall be computed accordingly
3. If any hardware in High Availability (HA) mode fails while other is working with no impact on the availability of the underlying solution/application, in such a case, penalty shall be levied on the failed hardware. The failed hardware in HA mode should be replaced within 12 hours of the failure. If the bidder fails to meet the timeline, Bank shall levy a penalty at the rate of 1% of the product and services cost [Total Product & Service cost including Product cost (with 3 years warranty) + Implementation cost +
4. AMC/ATS cost (for 2 Years)], for every 2 hours of delay thereof, on the failed hardware (server, tape library etc.)
5. If both the hardware components fail in HA mode, Bank shall levy penalty on the bidder for the service levels defaults, basis the service levels requirement mentioned here.
6. For three (3) downtime occurrences within a stipulated time window of a calendar month, a sum equivalent to 1% of the product cost of the respective product would be levied as a penalty. This would be over and above the monthly service level default penalty.

19.4 Rationale for Classification

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

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

Impact: The number of users that the issue affects

Availability: The uptime of the system both in absolute terms as well as in percentage terms

Criticality Level	IT Infrastructure grouping	Response Times	Resolution Time
Critical	• System Software such as OS, Middleware, DB, etc. at DC	10 Minutes	As per SLA

	Application Software at DC, for all the in-scope components		
Key	- System Software such as OS, Middleware, DB, etc. at DRC - Application Software at DRC, for all the in-scope components	10 Minutes	As Per SLA

In case of a disaster where the DRC is the Primary site then the uptime of the at the DRC shall be considered as Critical; and penalty will be computed accordingly.

19.5 Service Level Default

1. Service Levels will be measured on a monthly basis. The Bidder's performance to Service Levels will be assessed against Minimum Expected Service Level requirements for each criterion mentioned in the Availability measurement table.
2. An Availability Service Level Default will occur when, the Bidder fails to meet Minimum Service Levels, as measured on a monthly basis, for a particular Service Level.

3. Availability

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

4. Infrastructure Support

- a. Response comprises acknowledgement of the problem and an initial analysis of the underlying cause
 - b. Uptime – The amount of time that the system is available for normal use. (Do note that planned maintenance would also be classified as normal use.)
5. The impact threshold will be as per the framework provided below.

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

Key	5 Min	As per SLA
Individual	5 Min	As per SLA

6. Bank expects the bidder to complete scope of the project including delivery and installation within the timeframe specified in this RFP. Inability of the bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 1 % of the value of the affected service or product per week of delay or non-compliance.
7. Delay in migration completion within stipulated timeline would invoke a penalty of INR 25,000 for every day of delay thereof.
8. Overall cap of all the penalties over the tenure of the contract will be 10% (ten percent) of the contract value.

19.6 Service Levels

Service Levels will include Availability measurements and Performance parameters.

1. Service Levels will include Availability measurements and Performance parameters.
2. Bidder will provide Availability Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period.
3. Performance measurements would be accessed through reports, as appropriate to be provided by Bidder e.g. utilization reports, response time measurements reports, etc.
4. Cost Reference that is mentioned is billing value for the defaulted period & defaulted component for which SLA will be calculated.

19.7 Availability

Service Level Description	Minimum Service Level	Measurement Tools	Cost Reference for the contract period
Availability of Critical Infrastructure	99.99%	Management System	Product cost at DC + Implementation cost at DC + ATS cost at DC
Availability of Key infrastructure	99.96%	Management System	Product cost at DRC + Implementation cost at DRC + ATS cost at DRC

Reports generated from EMS will be used for monitoring the SLAs

In case of existing Software, since bidder has to provide ATS only, in such case; in cost reference the Product Cost and implementation cost should be taken as zero for computing penalty.

19.8 Performance Measurements

Performance Measurements will be as follows:

Service Level Description	Measurement	Minimum Expected Service Level	Measurement Tools	Monthly Cost Allocation
Percentage of incidents for Critical components	Percentage of incidents completed within defined resolution criteria	100%	Management System	Total Product & Service cost, including Product cost (with 3 years warranty) + Implementation cost + ATS cost (for 2 years) at DC
Percentage of incidents for Key components	Percentage of incidents completed within defined resolution criteria	99%	Management System	Total Product & Service cost, including Product cost (with 3 years warranty) + Implementation cost + ATS cost (for 2 Years), at DRC
Software Service Requests	Percentage of Software Service Requests concluded (software installation, patches, bug fixes, errors) within defined timeframe/response-resolution window.	95%	Management System	Total cost, including license cost (with 3 years warranty) + Installation cost + ATS cost (for 2 Years), at DC and DRC
Incident Management	Percentage of incidents escalated according to the Incident Management matrix (as shown in Table 5 below)	99%	Management System	Total cost for relevant product, including license cost (with 3 years warranty) + Installation cost + ATS cost (for 2 Years), at DC and DRC, whichever, is applicable
Down time for servicing	Each planned down - time for system servicing (up gradation, bug fixing, patch uploads, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours.	98%	Management System	For downtime over and above the scheduled / permissible window, penalty of INR 5000 for every 30 minutes of delay above 1 hour of scheduled downtime

Service Level Description	Measurement	Minimum Expected Service Level	Measurement Tools	Monthly Allocation Cost
	However, such activities which require more than 1 hour or required to be carried out during business hours, will be scheduled in consultation with Bank. In case, downtime exceeds the planned hours, the additional time taken for servicing will be considered for infrastructure or system downtime as per availability measurements table.			
Modification (Customization/Enhancements) resolution for Application software	Bidder to ensure that all modifications, enhancements reported by the BANK will be duly sized, mutually agreed with the BANK and resolved as per the defined timeframes	96%	Management Solution	Monthly ATS of the affected services

19.9 Penalty Computation

- In the event of Service Level Default, bidder shall pay Bank a penalty that will be computed in accordance with the following formula:
 - Monthly Service Level Default = Minimum Service Level (for a month) – Actual Service Level (for a month)
- Total amount of penalty, bidder is obligated to pay Bank, shall be reflected on the invoice provided to Bank in the quarter, after the quarter in which the Service Levels were assessed. Bank shall be entitled to deduct the penalty amount from the amounts payable by Bank to the selected bidder as per the invoice.

3. Example

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

	<u>Cost Reference for 5-year tenure</u> Server equipment cost = INR 1 crores (approximately) Server equipment AMC cost = INR 30,00,000 (approximately) Total cost of product and services for a Server equipment = 1,30,00,000 As mentioned above, for Availability Service level default of more than 99.5% and less than 98%, a penalty of 2% would be levied of the total cost of products and services calculated above. Thus, 2% of 1, 30,00,000 i.e. INR 2,60,000.
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19.10 Availability Service Credit Computation

1. In the event of an Availability Service Level Default, the Bidder shall pay the Bank an Availability Service Credit that will be computed in accordance with the following formula:

Monthly Service Level Default = Minimum Service Level – Monthly Actual Service Level

Availability Service Credit = Quarterly Service level default X (Summation of Cost References)

2. In the event that an Availability Service Level Default has occurred for more than one service level requirement, the sum of the corresponding Availability Service Credits shall be credited to the Bank. Bidder shall review with the Bank, on a monthly basis from the start of Contract Execution, any entitlement of the Bank to an Availability Service Credit.
3. The total amount of Availability Service Credit that Bidder is obligated to pay the Bank shall be reflected on the invoice provided to the Bank in the quarter after the quarter in which the Service Levels were assessed. The Bank shall be entitled to deduct the Availability Service Credit amount from the amounts payable by the Bank to the Bidder as per the invoice.

Example 1

Assume for a particular service level requirement (eg: Availability of Key Business Infrastructure Elements), the minimum service level is 99.5% During a Service Assessment period; the service level achieved is 96.5%:

The Product licenses Cost and its associated Software Cost ~ Rs. 2 crores

Annual Technical Support Cost ~ Rs. 5 crores

Total Cost of Product and Services billing value for the defaulted period & defaulted deliverable ~ Rs. 7 crores

The Availability Service Credit due to the Bank would be computed as follows:

Minimum Service Level

Monthly Service Level Default = $M1 = 99.5 - 96.5 = 3$

Availability Service Credit for M1 = $3\% * (2 \text{ crores} + 5 \text{ crores}) = \text{Rs.}21,00,000$

Bidder has to note that the total cost of products and services is exclusive of taxes for the purpose of computation of the service level and service credit.

19.11 Tables of Incident Matrix

Time within which Incident is to be reported (if unresolved)	Escalation Hierarchy
15 min	Senior Manager-IT of the BANK
1 hour	Chief Manager -IT
2 hours	Assistant General Manager (IT) / Deputy General Manager (IT)
> 4 hours	General Manager (IT)

20 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. Serious discrepancy in hardware noticed during the pre-dispatch factory inspection or during Installation.

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

21 Indemnity

1. 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.
2. 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.
 3. 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.

4. 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.
5. Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from:
 - a. 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);
 - b. 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;
 - c. Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder;
 - d. 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

- e. 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.
6. 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.
 7. 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.

22 Confidentiality & Non-Disclosure

1. 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.
2. 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.
3. 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.
4. 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.
5. The bidder should undertake to maintain confidentiality of the Banks information evenafter the termination / expiry of the contracts.

6. 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.

23 Force Majeure

1. 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.
2. 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.
3. 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.

24 Resolution of Disputes

1. 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.
2. 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.

3. 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. 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.
4. 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.
5. This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP.

25 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”.

26 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.

27 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.

28 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.

29 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.

30 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.

31 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 2 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 to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the 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.

32 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.

33 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 / subscription, 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 authorize 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, sublicense, 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

34 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 Selected Bidder, Bank shall provide the selected 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 successful bidder, 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 Selected 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

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- i. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract.
- ii. Substantial delay in delivery, performance or implementation of the solution beyond the specified period.
- iii. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue to provide services to the Bank as per the contract. Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving as per the agreed scope between the parties. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and services.

35 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.

36 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.

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 / ATS 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.

37 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.

38 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.

39 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.

40 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.

41 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.

42 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.

43 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.

44 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.

45 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.

46 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.

47 Modifications and/or Withdrawal of Bids

- a. Bids once submitted will be treated as final and no further correspondence will be entertained on this.
- b. No bid will be modified after the deadline for submission of bids.
- c. 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.

48 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.

49 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 average turnover for financial years 2020-21, 2021-22, 2022-23	
4	CA certificate for operating profit 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 having filed for bankruptcy in any country including India on company	

#	Particulars	Bidders Remark (Yes/No)
8	Self-declaration on Company's letter head stating bidder should not have been blacklisted/debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/	
9	Self-declaration on Company's letter head stating Bidder/OEM should not	
10	Self-declaration on Company's letter head regarding • NPA • Any case pending	
11	Document Cost	
12	Annexure 1: Conformity Letter	
13	Annexure 2: Commercial Bill of Material	
14	Annexure 3: Bidder's Information	
15	Annexure 4: Letter for Conformity of Product as per RFP	
16	Annexure 6: Undertaking of Authenticity for Products Supplied	
17	Annexure 7: Undertaking for Acceptance of terms of RFP	
18	Annexure 8: MAF on OEM letter head	
19	Annexure 9: Integrity Pact	
20	Annexure 10: Non-Disclosure Agreement	
21	Annexure 11: Performance Bank Guarantee	
22	Annexure 12: Minimum Technical Specifications	
23	Annexure 13: Pro forma for Bid Security (EMD)	
24	Annexure 14: Bidders Particulars in Company Letter Head	
25	Annexure 16: NPA Undertaking	
26	Annexure 17: Land Border Sharing Undertaking	
27	Annexure 18: Cover Letter	
28	Annexure 21: Eligibility Criteria Compliance	
29	Annexure 22: Guidelines on banning of Business Dealings	

50 Annexure 1: Conformity Letter

Date

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2023-24:394

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

51 Annexure 2: Commercial Bill of Material

Format for Commercial Bill of Material is attached in excel format in separate sheet.

52 Annexure 3: Bidder's Information

#	Particulars	Details
1.	Name of bidder	
2.	Constitution	
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 in IT hardware items	
8.	Annual Turnover (In Rs.) 2020-21 - 2021-22 - 2022-23 -	
9.	Operating Profits (In Rs.) 2020-21 - 2021-22 - 2022-23 -	
10.	Net Worth (In Rs.) 2020-21 - 2021-22 - 2022-23 -	
11.	Whether OEM or authorized distributor	
12.	Number of service outlets across India	
13.	Good and Service Tax Number	
14.	Income Tax Number	
15.	Whether direct manufacturer or authorized dealers	
16.	Name and Address of OEM	
17.	Brief Description of after sales service facilities available with the bidder.	
18.	Whether all RFP terms & conditions complied with.	

Signature

Name:

Designation:

Seal of Company

Date:

53 Annexure 4: Letter for Conformity of Product as per RFP

Date

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2023-24:394

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
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:

54 Annexure 6: Undertaking of Authenticity for Products Supplied

Date

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2023-24:394

With reference to RFP for Augmentation, Refresh of System Supporting Applications at Bank:

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:

55 Annexure 7: Undertaking for Acceptance of Terms of RFP

Date

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2023-24:394

With reference to RFP for Augmentation, Refresh of System Supporting Applications at Bank:

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:

56 Annexure 8: Manufacturer's Authorization Form

Date

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Dear Sir,

Sub: Tender No. CO:DIT:PUR:2023-24:394

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)*

57 Annexure 9: 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.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter

(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 Annexure22)

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. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of the 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. 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.

(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: _____

58 Annexure 10: Non-Disclosure Agreement

This Agreement made at _____, on this ____ day of _____ 2023

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, ChanderMukhi, 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.

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: _____

59 Annexure 11: 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.

Date this ----- day of ----- 2023 at -----

For and on behalf of ----- Bank.

sd/- -----

60 Annexure 12: Minimum Technical Specifications

Refer to Annexure 12: Minimum Technical Specification (Separate File), part of this RFP.

61 Annexure 13: Bid Security (BG Format- for Earnest Money Deposit)

To,

General Manager-IT
Central Bank of India,
DIT, 1st Floor,CBDBelapur,
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 _____ (RupeesOnly)** as bid security as required to be submitted by the, Bidder“ as a condition for participation in the said process of RFQ.

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 Five Lacs 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. _____(RupeesOnly)**
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

62 Annexure 14: Bidder's Particulars

#	Particulars	
1.	Name of the Bidder	
2.	Address with E mail id, Mobile no. and Pincode	
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:

63 Annexure 16: NPA UNDERTAKING

Proforma of letter to be given by all the bidders participating in RFP for Augmentation, Refresh of System Supporting Application at Bank on their official letter-head

Date:

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

Sub: RFP for Augmentation, Refresh of System Supporting Applications at Bank

We _____(bidder name), hereby undertake that-

- We have not 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

64 Annexure17: Land Border Sharing Undertaking Letter

Pro forma of letter to be given by all the bidders participating in the RFP for Augmentation, Refresh of System Supporting Application at Bank on their official letter-head

To

Date:

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

Sir,

Sub:RFP for Augmentation, Refresh of System Supporting Applications at Bank

Dear Sir/Madam,

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. _____

65 Annexure 18: Cover Letter

Date:

To

General Manager-IT
DIT, Central Bank of India, Central Office,
Sector 11, CBD Belapur,
Mumbai - 400614

Dear Sir/Madam,

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 180 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)

66 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)

67 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.

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
Bidder's Financial Strength			
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 bidder has a registered office	Proof of registration with GSTIN	
3.	The bidder must have an annual turnover in India of INR 200 Crore per annum in the last three financial years (i.e. 2020-21, 2021-22, 2023-24) 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 for preceding three FYs.	
4.	The bidder should have made operating profits in at least two financial years out of last three financial years. (i.e. 2020-21, 2021-22, 2023-24) and in case of operating loss; bidder should provide security amount of 20% of Contract value for Contracted period in the form of Bank Guarantee over and above 10% of Regular Bank Guarantee for Performance.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FYs.	
5.	The bidder should have a positive net worth in last three financial years. (i.e. 2020-21, 2021-22, 2023-24)	Certificate of the Chartered Accountant for preceding three FYs.	
Bidder and OEM Experience			
6.	The Bidder should be a certified or an Authorized partner of the OEM of the offered solution	Copy of MAF from OEMs as per format (Annexure 8) to be submitted, and	

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
		confirmation from OEMs confirming the partnership level of the Bidder	
7.	Bidder/ OEMs should have service/ support infrastructure at Mumbai/ Hyderabad and should be able to provide efficient and effective support.	Submit the undertaking self-declaration on Bidder's and OEM's letter head	
8.	Bidder should have composite experience of having Supplied & implemented - 3. Server Backup Software Solution and 4. Internal Private Cloud Infrastructure with x86 Hardware, in at least one Scheduled Commercial Bank / BFSI /PSU/Govt. Organisation in India in last 5 years.	Credential letter OR Copy of Purchase order/ Contract copy	
9.	Each proposed OEM product should have been implemented in at least One Scheduled Commercial Bank/BFSI having 1000 office/Branches in India in last 5 years. 1) Disk Based Primary Backup Hardware 2) Object Based Storage, 3) Tape Library 4) Desktop Backup Solution 5) Batch Job Automation Processing Solution, 6) Domain User Administration Privileges 7) Remote Access Control Management Software 8) Orchestration DR Drill Management Tool 9) Internal Private Cloud Infrastructure 10) Virtual Desktop Infrastructure (VDI) 11) Access Management Solution	Credential letter OR Copy of Purchase order/ Contract copy	
10.	Server Backup Software Solution proposed OEM product should have been implemented on Core Banking Solution Database in at least One Scheduled Commercial Bank having 1000 office/Branches in India in last 5 years.	Credential letter OR Copy of Purchase order/ Contract copy	
Bidders Compliance			
11.	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. Self-declaration to that effect should be	Submit the undertaking self-declaration on Company's letter head	

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
	submitted along with the technical bid.		
12.	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 or OEM and the Bank regarding supply of goods/services	Submit the undertaking self-declaration on Company's letter head	
13.	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 self-declaration on Company's letter head.	
14.	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	

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)

68 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.

1. Introduction
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 (GAD) 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 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 GAD shall be the “Competent Authority” and concerned Executive Director (GAD) shall be the “Appellate Authority”.

e) 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 (GAD), 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 (GAD) 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, GAD to place it before Executive Directors Committee (EDC) with ED (GAD) 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, GAD.

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, GAD.

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 its 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 General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD 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 (GAD) 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. GAD 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 (GAD) 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 (GAD) 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 (GAD) 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, GAD to place it before Executive Directors' Committee (EDC) with ED (GAD) 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, GAD.
- If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) 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 (GAD) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by ED (GAD).

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 / Contactors, 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.

12.4Based 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.

