



CENTRAL BANK OF INDIA
REQUEST FOR PROPOSAL
FOR
PROVIDING WIRELESS/WIRED CONNECTIVITY FOR
BRANCHES/OFFICES OF CENTRAL BANK OF INDIA

DATED: 05-Jun-2018

TENDER REFERENCE NO:

CO: DIT: PUR: 2018-19:258

Part-1

1. Introduction:

Central Bank of India, established in 1911, was nationalized in the year 1969 and today is a leading public sector undertaking. Central Bank of India (CBI) Wide Area Network is based on 2-Tier architecture covering Data Centre (DC) / Disaster Recovery Center (DR) and Branches/Offices connected through BSNL MPLS-VPN. All the branches/offices are connected to CBI office at DC, Navi Mumbai and CBI office at DR, Hyderabad. All the branches have various bandwidth MPLS lines from multiple service providers.

2. Business Requirement

Central Bank of India intends to procure, install and commission Second MPLS Network for branches /offices from eligible bidders for the locations as mentioned in Annexure 13 of this RFP and new and upcoming requirements (as and when identified by bank during the contract period) with different bandwidth requirement during contract period of project i.e. 5 years.

Bank may request for extension of validity of contract for a period of one year or till the finalization of alternate arrangements for all or selected ordered and commissioned links under the Project. The rates applicable for the extended period shall be on the fifth year pricing.

Bank would empanel the vendor and prefer to place the orders as below:

Central Bank of India Building, 1st floor, plot no 26, Sector 11, Opp Belapur Railway station, CBD Belpaur Navi Mumbai-400614

For RF/Wired/WiMax:

The L1, L2 and L3 bidders in the ratio, 50%, 30% and 20% respectively provided that the L2 & L3 bidders matches the L1 prices. If the L3 bidder does not match the L1 price, the option will be given to L4 and L5 bidders and so on.

For 3G/4G:

The L1 and L2 bidders in the ratio, 60%, 40% respectively provided that the L2 bidder matches the L1 prices. If the L2 bidder does not match the L1 price, the option will be given to L3 and L4 bidders and so on.

In case any of the bidders is unable to provide L2 feasibility/link in any location within specified timeline, the next bidder as per his ranking would be given the opportunity to provide the link, so on and so forth. For eg. If there are 3 SP and L1 bidder is unable to provide the link within said timeline the link ordered will be given to L2 and then to L3, if L2 is unable to provide the link same will be given to L1 and then to L3 the link which were given to L3 if L3 is unable to provide the link same will be given to L1 and then L2 so on.

Bank will provide the details of branch/ location for the feasibility to the empanelled SP"s. SP"s has to provide the location feasibility within four weeks from the date of intimation. Those SP"s who has provided feasibility within specified timeline will only be considered for procurement as per the Priority assigns. In case feasibility is not provided by empanelled vendors for any location, the Bank reserves the right to approach any other service provider not empanelled under this RFP. Bank on its sole discretion decide any or all matter related to allotment of the locations as per the norm laid down in this regard. The bidder shall have to comply the same and not raise any dispute/complaint/claim before any Authority (Judicial/Quasi judicial/Tribunal/Regulatory) established under the Indian Jurisdiction

The Bank at its discretion may provide orders for additional links/reduce the number of links also.

All bidders should have NOC facility where calls should be handled and approachable efficiently by banks locations or officials to support in case of any issue observed. Bidders have to allot dedicated toll free no. at their NOC for bank locations which should be accessible through mobile or landline. Bank locations will call the designated toll free number for fault booking or status updating. The bidders NOC should have preferably separate team for Central Bank of India project. Bidders should ensure after booking the fault through toll free number, an alert with fault booking number should be gone to the caller. Further update of such fault should also to be updated through email/SMS.

Although bank has asked pro-active monitoring of link, it is the responsibility of bidders to advise the caller about their circuit status. At any point of time bank can review the required process at bidders NOC, bidders also have to provide required statistics of all calls which are landing at bidders NOC to bank for taking further business decisions.

The objective is to provide secondary MPLS link on any of the below mentioned solution on OPEX model for FIVE (5) years on quarterly rental basis:

- **Wired/ RF/ WiMax: with Minimum 2Mbps dedicated 1:1 uncompressed bandwidth.**
- **3G/4G MPLS over broadband: without any uplink/ downlink ratio any without any volume restriction.**

Total No of Locations/Branches will be 2100

However the number mentioned above are tentative which Bank expects based on prior experience, they may change i.e increase or decrease in the above categories.

First the sites will be given to the Wired/RF/Wimax vendors and once the L2 feasibilities are over and sites are fixed the remaining locations which are declared TNF for this category will be given to 3G/4G vendor. Bank will prefer RF connectivity over other feasible solutions.

Separate Reverse Auction shall be conducted for below 2 categories

- ✓ **Wired/RF/Wimax,**
- ✓ **3G/4G connectivity**

3. Invitation for Tender Offer

The bidders desirous of taking up the project for providing above solution for the Bank are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at the Bank's discretion. Bidders have to adhere to the Bank's requirements outlined in this RFP.

The information provided by the bidders in response to this RFP document will become the property of Bank and will not be returned. Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

3.1 Schedule of Events

Sr. No	Event Name	Remarks
1	Name of RFP	Procurement, Installation, commissioning and Maintenances of secondary MPLS links for Branches/ Offices.
2	Date of Issue of RFP	05-Jun-2018
3	Cost of RFP – non refundable	Rs. 5000/-
4	EMD	Rs. 25 Lakhs
5	Date of pre-bid meeting	13-Jun-2018; 11:00 HRS
6	Last date of submission of bids	05-Jul-2018: 15:00 HRS
7	Address of submission of bids	Central Bank of India Building, 1 st floor, plot no 26, Sector 11, Opp Belapur Railway station, CBD Belpaur Navi Mumbai-400614
8	Date of Opening of Technical bid	05-Jul-2018: 15:30 HRS
9	Venue for presentation, pre-bid meeting & opening of bids	Central Bank of India Building, 1 st floor, plot no 26, Sector 11, Opp Belapur Railway station, CBD Belpaur Navi Mumbai-400614
10	All correspondence related to this RFP should be sent to following email IDs	smitpurchase@centralbank.co.in , cmnetwork@centralbank.co.in , smcbsnoc@centralbank.co.in .

All queries / requests for clarification from Bidders must reach us by e-mail or in person before 11.00 hours on 11-Jun-2018. Should the Bidder have any queries or require any clarification, Bidder should request the clarification from the bank in the format given below.

Serial No	RFP Page Number	Clause	Contents of clause	Bidder's query	Bidder's justification

No clarification or queries will be responded in any other format. The Bidder should make sure that all the queries and clarifications should reach Bank coordinator before 11.00 hours on 11–Jun-2018.

Bidders, who furnish the Tender Fees of RFP Document before pre-bid meeting, will only be eligible to participate in the pre-bid meeting. Venue of the pre-bid meeting shall be the address given above for communication.

Commercial bids of only technically qualified bidders shall be opened by the Bank.

In the pre-bid meeting, each bidder can be represented by not more than **TWO** representatives.

It is desirable to have one representative of each bidder to be present during the opening of the Technical Bids. However, Technical Bids may be opened at the discretion of the Bank even in the absence of any or all of the bidder's representatives.

Fees for RFP document Rs. 5,000/- to be paid in the form of Demand Draft (DD) or Bank Guarantee issued by a Scheduled Commercial bank in favour of "Central Bank of India" payable at Mumbai and the DD should be submitted prior to the pre bid meeting.

If any bidder choose not to attend the pre-bid meeting, their queries if any may not be entertained by the Bank. However, they will be allowed to participate in the RFP process and the said fee for RFP document can be submitted along with the "Technical Offer" on or before the prescribed last date of submission of the tender offers.

Earnest Money Deposit of **Rs.25,00,000/- (INR Twenty Five Lakh Only)** must accompany all tender offers (as specified in this tender document). EMD should be submitted along with the "Technical Offer".

Tender offers (Technical) will be opened, in the presence of the tenderer's representatives who choose to attend the opening of tender. No separate communication will be sent in this regard.

The Bank reserves the exclusive right to make any amendments / changes to or cancel any of the above actions or any other action related to this RFP.

Asst. General Manager -IT
Central Bank Of India

PART 2

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of the 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 the Bank to the interested parties for the 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 that 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. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

PART 3

4 Broad scope of work

4.1 Bidders shall provide MPLS VPN Layer 3 Network connectivity for the locations identified by Bank for a period of 5 years from the date of the contract. The contract of all sites ordered under this contract shall be deemed to end after 5 years.

4.2 All category Bidders should provide adequate capacity dual Backhaul links at Bank's DC and DR sites. At any point of time the Backhaul link utilization (on Real time) should not cross 70%. Bidder's has to do the sizing of backhaul link as per the number of branches order received. Bidder should ensure both backhaul links (DC and DR) to be delivered and commissioned before the commissioning of MPLS/ 3G/4G Link at branch location. Also all backhaul links should be delivered from telecom service provider other than **M/s BSNL and MTNL**. There will be no separate cost for backhaul links in the project. Bidder should ensure the utilization of DC or DR Backhaul link should not cross 70% (on Real time) during the contract period and at any point of time. Bidder should upgrade the backhaul links at DC and DR within 2 weeks of reporting or observing such utilization i.e. beyond 70% at any point in time.

4.3 The last mile of Backhaul delivered link PoP should be highly redundant and there should not be any single point of failure. The backhaul should be dual last mile from different TSPs (one of whom should be the bidder). The bidder should have their own nation-wide high availability MPLS network backbone. The bidder's core MPLS backbone should be fully meshed. **Bidder has to submit the declaration for this clause during bid submission.** The bidder shall provide L3 VPN Circuits (Virtual Private Network –IP Security enabled) on stable wireless or wired media as last mile. All branches shall be on minimum 2MB (for Wired/ RF/WiMax).

4.4 The bandwidth provided by the bidder should be available in full duplex mode with any to any configuration in MPLS/ 3G/4G Cloud network.

4.5 Bidder should provide Private MPLS/ 3G/4G VPN Network for bank which should not be integrated for any other entity.

4.6 All location having bandwidth 2MB and above should be made feasible on stable media either on wired or on wireless (RF/Wimax only) mode. However no distinguishing on commercials can be made between wired and wireless (RF/Wimax only) connectivity provided by the bidder.

4.7 Bidder should provide Backhaul links at Bank's DC and DR sites only on wired FIBER media with routers, modems, cables up to Bank's CPE etc. at DC and DR locations with no extra cost to the Bank. The bank will provide the Rack space, cooling and power supply only for these links. Complete address details of Bank DC and DR sites will be shared to the successful bidders only. The existing service providers, who participate in this process and have already provided the Backhaul links for the branch connectivity under previous second MPLS Project and intended to use the existing backhaul links under this project, can augment the capacity of existing backhaul proportionately with the count of branches/ links which are commissioned under this RFP with the prior consent of Bank. Bank can further investigate such proposals/

solution as per the Information security norms and may refuse the same without citing any reason.

4.8 Bidder has to provide Layer 3 MPLS VPN link on dedicated ports with 1:1 committed flow. The end point deliverable at branches should be on Ethernet Interface only. Bidder should make all arrangement for providing the end point viz. converter etc. Bidder should ensure there should not be any service degradation by using such external media at ordered locations.

4.9 Bidder should provide declaration as the delivered MPLS VPN Network of bank is fully isolated from Internet traffic in their network and separated at device level as well.

4.10 Bidder has to deliver the link up to the branch's router and terminate on the required interface of branch router with prior consent / information to Bank designated team.

4.11 Bidder has to provide necessary hardware (excluding branch routers) for delivering the link at bank's identified location without any additional cost to the bank.

4.12 Bidder should do all internal cabling till branch router for successful commissioning of the required MPLS/3G/4G link without any additional cost to the bank (Bidder should provide all required cables for connecting the modem or any external device to Branch router for termination of link at no extra cost to the bank).

4.13 Proper cabling at branch end or DC/DR location should be done neat and clean with proper tagging and duct by the bidder without any additional cost to the bank.

4.14 Bank is procuring Second MPLS link which should work in active –active mode and auto failover mechanism to the existing BSNL MPLS link with full Load at Bank branches or offices.

4.15 The Bank at its discretion may seek a pilot run for the proposed type of connectivity offered by the selected vendor (s) in live environment. This pilot run will **include UAT (User Acceptance Test)** to test the workability of the entire solution. A UAT team comprising of officials from all stake holder departments and third party consultants hired by the Bank will check the solution against the various parameters given in the RFP. The terms & conditions of the pilot run will be as follows:

- a.** The pilot test has to be conducted without any cost to the Bank.
- b.** The pilot test will have to be conducted in the branches as advised by the Bank.
- c.** The pilot test will have to be initiated, within four weeks of the Bank giving the letter of intent.
- d.** The pilot test, if mandated by the Bank, will have to be done with all types of wired/ wireless technologies offered by the vendor.
- e.** Pilot test document containing procedure, diagram, IP details, security considerations, applications testing results etc should be submitted to the Bank.

4.16 Bidder should do the site survey of all locations for delivering the requested MPLS/3G/4G link at identified branches or offices. All site survey reports with proper acknowledgment from concerned location Bank officials should be recorded and submitted to the bank as and when required. The bank can ask the bidder to present these reports at any point of time.

4.17 Bidder should provide the complete site readiness requirement (like power conditioning etc.) to bank designated team and local branch officials in writing.

4.18 All wireless links should be provided in the absence of wired link at branches or offices with required bandwidth, latency and uptime. Bidder has to provide links which is of Bandwidth 2Mbps and above, preferably on stable wireless (RF/ Wimax) or on wired media till router.

4.19 A. Bank will only provide Rack space (max.2U only), Required Earthing voltage and UPS Power supply for installation or commissioning of required links in branches/offices. All other required infra should be arranged by bidder at no extra cost to bank. Bank will not take any responsibility for installation of MUX/MAST/RF antenna/Modems etc. Bidder should take adequate insurance for deploying hardware at no cost to bank for preventing the equipment from any kind of damage from the date of inception of project to the completion of contract period with the respective bidder.

B. Bank shall provide the rooftop permission for installation of Pole/other equipment's wherever required. However, the bidder is refrained from installation of any other equipment other than the one required for connectivity of that specific branch and also that equipment should not be used for connectivity of any other building/customer.

C. The bidder needs to check the earthing and power supply before installation of their equipment. Ownership, maintenance and upkeep of the equipment are the bidder's responsibility and Bank will not be responsible for any damage to bidder equipment due to voltage fluctuation, UPS burnt short circuit, any earthing issue, theft, natural calamities etc. The bidder also has to arrange for the necessary insurance for the equipment installed at branch premises with no cost to bank. Bidder has to replace any damage equipment's for whatsoever reason without any additional cost to Bank.

4.20 Provision of Dedicated Team at Bank's office

Bidder has to provide maintenance and FMS support inline to business requirement stated in Clause 8 along with below mentioned resources requirement at banks central locations.

- a. Central Location:** This will be at Navi Mumbai, Bidder should ensure the above mentioned resources should be available in each shift. The timing will be 08:00 AM to 8:00 PM in a day (all days except Sunday and National Holidays). The below mentioned resources shall be dedicated for the Bank. The selected vendor shall submit the contact details of the proposed team within one week from the date of receiving **Letter of Intent / Purchase order** from bank.
- b. Each Selected bidder (except 3G/4G) has to provide minimum 02 (two) number of support engineers required at Bank Centralized location. The daily shift timing will be 8:00 AM to 8:00 PM.**
- c. Qualification of Support Engineers-The network engineer** should be a technical graduate/post graduate in IT/CS/EC engineering stream, with CCNA or equivalent/higher certifications with minimum experience of 1 year as network engineer, so as to be able to resolve problems related to wired/ wireless MPLS networks. Bidder should also arrange resources at Bank DR Location as per the operational requirement as and when required.
- d. Roles and Responsibilities of Support Engineers:**

The brief roles and responsibility of resources which are going to be placed at Banks central location is mentioned below:

- Monitor all allotted branches links with due diligence and take follow-up with their backend team for immediate restoration of all such downlinks as per the SLA uptime.
- Contact branches end users to understand the problem if there is any fault finding.
- Allocate the down-call to all concerned regional engineers for immediate action.
- Responsible for all technical issues concerning the network.
- Single point of contact for all technical queries and fault resolution.
- Shall have the primary responsibility of ensuring a smooth network functioning without congestion, and downtime.
- To provide all kind of SLA reports to the designated bank team as per the schedule.
- Should have technical knowledge of Network devices and Telecommunication.

4.21 Bidder should ensure all recruited resources for Bank project should be professionally skilled and have good knowledge on handling the project at Customer site. During the recruitment process of required resources, bank may involve their officials to judge the technical requirement. Bank will be conducting interviews of such resources prior to granting them access/permitting their deployment at bank's locations. If the candidate is not found suitable, Bidder has to propose a new candidate. Since these resources are going to be placed at Bank's Critical location, it is mandatory for the bidder to ensure the Police verification report and other back ground check of such engineer who are going to be placed at Bank's critical location for the Project operations support.

4.22 Bidder should ensure all links should be pro-actively monitored with their designated NMS. Bidder must have their own NOC facility for monitoring of the network. Bidder has to submit the uptime, Bandwidth Utilization, Link error, Latency Down-call details or any other consolidated reports as required by bank with prompt response time of such demand.

4.23 Bidder has to deploy a system which is capable of logging calls in case of disruption of services due to link failure automatically i.e. without manual intervention and alerts of such down-calls should be reported to bank by way of e-mail facility. Bidder should provide a portal to bank where real time monitoring can be observed and ticket logging and ticket status can be viewed and done .The bidder shall also ensure the maximum uptime (>99.5%) and put monitoring system in place and make sure monitoring of all commissioned links on real time basis. The bidder shall also provide onsite FMS Team to monitor the links on daily basis. This integration is to be implemented by the selected bidder at no extra cost to the bank.

4.24 In case the existing bidders of Bank under second MPLS Project are finalized in this new RFP Process, the bidder may integrate the newly commissioned links with their existing NMS tool with clear segregation of projects in the NMS and relevant field to distinguish the projects subject to consent from Bank / Bank Information Security Team. Also bidder shall ensure that all the said requirements/ features are fulfilled as per this RFP.

4.25 Bidder has to take action for all down-calls to meet the defined SLA and ensure the restoration of connectivity on immediate priority.

4.26 There will be no change in existing IP schema for bank branches/offices/DC/DR locations during the implementation of Second MPLS network. All the WAN IP, loopback IP, BGP AS no, BGP password for the branches/ offices will be provided by Bank and it will be binding on the bidder to use the same without any restriction.

4.27 Bidder has to do dynamic routing protocols i.e. Border Gateway Protocol (BGP). BGP should be password protected and no prefix limit should be applied for BGP.

4.28 The bidders should be capable of handling the required Second MPLS VPN network for the entire contract period.

4.29 The commercials quoted by the successful bidder shall be fixed for 5 years. And bank at its discretion will place the new link order as per the required bandwidth on the commercials finalized in the process during the term of the project.

4.30 Devices/equipment's or any other materials required for implementation of the required solution not quoted by bidder in the bid, shall be supplied by the bidder only and no extra cost is payable by the bank.

4.31 Bidder has to submit the project plan to bank as per the scope of work defined in this RFP for project implementation before delivering the links within 7 working days from the date of award of the contract.

- a. The bidders should have capability to configure IPv6 traffic on MPLS VPN network as per the bank requirement at no additional cost to the bank, as and when the bank decides to implement IPv6 in the bank's Network.
- b. The bidder should provide all security measures for bank's Second MPLS VPN network which should prevent against all kind of attacks like malware attacks, DDOS, IP spoofing etc.
- c. The bidder should ensure all IPsec 3 DES/ AES enabled traffic should flow in required MPLS network without any hiccups i.e. branch to DC or DR site and vice versa.
- d. The bidder should be able to change the routing protocol in their MPLS network cloud without any hiccups i.e. branch to DC or DR site and vice versa.

4.32 Bidder has to ensure all required licenses, certificates, DOT clearance should be available from government authorities for delivering the wired or wireless links at bank branches/offices/DC and DR sites. Bidder has to comply with the bank information security policy for commissioning of links.

4.33 The Bidder should have defined traffic transport QoS (Quality of Service) parameters, which provide throughput, latency, packet loss, jitter commitments and application prioritization.

4.34 Bidder should ensure the round trip delay should not be more than 70 milli seconds (ms) during 50% bandwidth utilization on wired link.

4.35 The bidder has to monitor the required MPLS network and bank will provide the restricted SNMP access to any of the bank's router subjected to compliance with the Bank's Security requirement. However bidder has to find out the solution for providing pro-active monitoring of links without using SNMP trap from branch/offices router.

4.36 Bidder should have adequate field engineers for restoration of links with skilled knowledge and prior experience. Bank's Branch or offices MPLS/3G/4G link should not be remain isolated due to the requirement of Field engineers at any point of time.

4.37 Bidder has to provide full escalation matrix of all verticals of their organization during the Bid submission. This escalation matrix is to be again reviewed by successful bidders and should submit to bank during any changes in the matrix.

4.38 Bidders have to setup weekly meeting with bank officials till Project rollout or implementation. After implementation of complete solution, bidder has to ensure monthly review meeting with bank officials. Bidder has to ensure the monthly meeting should be attended by National level officials from bidders end.

4.39 Bidder has to carry out Preventive maintenance on quarterly basis, the preventive maintenance report which should be properly sealed and signed by concerned branch officials along with dates and any remarks. These reports should be submitted during the Invoice submission while claiming the payment. During the contract period, if the bidder has not carried out the preventive maintenance in which the incident has occurred in the branch, the damaged equipment will be replaced by the bidder without any extra cost to the bank and any down time due to whatsoever be the reason (including earthing issues/ voltage issue and any infrastructural issue) for that site will be treated as non-compliance to uptime SLA and the selected bidder will be penalized accordingly as per this RFP. Bank will not pay any additional charges for such preventive maintenance visits.

4.40 The bidder shall provide the service, system spare parts and complete maintenance of the system for a period of not less than 5 years from the date of acceptance of each site, extendable on mutual agreement. The bidder shall submit an undertaking letter to this effect along with the Technical bid, otherwise the bid is liable for rejection.

4.41 All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning and maintenance during the contract period shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.

4.42 In future, bank may carry out design modification and/or application addition to the bank network, including modification for the security policy implementation. Accordingly vendor should carry out necessary configuration changes in the MPLS network, as advised by the bank time to time and no additional cost will be borne by the bank in this regard.

4.43 Bidder should **not** provide last mile network from BSNL or MTNL MPLS Network (for RF/WiMax). Bidder should also ensure there should not be any integration of network with BSNL or MTNL.

4.44 Since Bank need to build Second MPLS network for the locations under this RFP. Bidders should ensure the feasibility of wired/Wire-less link should be considered only on wired or stable wireless as Radio Frequency link (RF connectivity)/ wimax solution/3G/4G or other new proven technology meeting RFP criteria.

4.45 In case of RF, the bidder will try and achieve feasibility through a pole of a height of up to 6 meters on rooftop and 9 meters from ground, which will be at the bidder's cost. External antennas/ pole should have proper lightening conductors. In case of 3G/4G if additional external antennae is required to boost up the signal the same will be provided by the bidder without any additional cost to the bank

4.46 As per regulatory and corporate compliance we may have to open new branches in every financial year. For all such locations where new branches are proposed for opening will be provided new link apart from the requested location under this RFP. Bidder has to deliver the link as per the timeline mentioned under this RFP. All such new links will be under similar SLA and scope of work as mentioned locations under this RFP.

4.47 Bidder should ensure the availability of Uptime of all requested links as per SLA. The Second MPLS link procured by bank under this RFP should not be treated as Back-up MPLS link for existing working links under the branches. Bidder has to ensure that bifurcation of the traffic for the applications. At any point of time branch should have availability of both the links. Bidder has to comply with this requirement and have to provide necessary configuration for testing of link as active-active and also failure one link all traffic should divert on other link and vice versa. Bidder has to submit the declaration during the bid submission.

4.48 Bidder has to configure the MPLS network as per the bank's QoS policy in coordination with bank's Facility Management Team. This feature should be available from day one of the project.

4.49 The selected Bidder should comply with the Bank's IT and Information Security policy.

4.50 Bidder should provide one week minimum advance intimation to bank designated team for carrying out any maintenance activity in bidder network. Such activity should not be more than 1hour on single occasion and bidder should ensure such activity should be carried out between 01.00 AM to 04.00AM without impacting bank's business. Bidder should ensure availability of network after the completion of maintenance activity for all branches and offices. After completion of the activity bidder has to submit the activity report to bank designated team, such reports should states the availability of network for bank branches and offices.

4.51 The bidder should submit the details (complete address) of PoP locations during the bid submission. Bank deserved the right to visit PoP locations of the bidder.

4.52 At present bank is using IP Phone Communication and Video conference facilities at it offices. Bidder should ensure all IP phone installed in bank branches or offices and video conference facilities should work in any to any configuration without any issue.

4.53 The bidder will ensure that each location is within a radius of 5 kilometers from any of his BTS/Repeater Towers. However for flatland rural areas, the radius may be extended up to 10 kilometers. Such BTS/Repeater should be in line of sight of bank location. Bidder should ensure that all commissioned sites should get stable connectivity as per the validity of project. In case during the validity of Project any Line of Sight issue occur than such bidders has to made the required arrangements for providing the stable connectivity without any additional cost to the Bank.

4.54 All clearances, wherever required, in respect of the pole/antenna from any government/local/statutory bodies etc. like municipal corporations, airport authorities are the responsibility of the bidder.

4.55 It shall be the responsibility of the Bidder to configure the solution as per the Secure Configuration Document (SCD) of the Bank, fixing security vulnerabilities, mitigation of various audit points, VAPT points and taking prompt action on the advisories shared by the Bank at any point of time during the validity of the contract period.

4.56 Bidder shall ensure that all supplies (hardware, software etc.) must not be End of Support / End of Service and spares/upgrades should be available for at least 5 years from date of commissioning.

4.57 Vendor shall identify adequate number of Field Engineers (FEs) at the ground level with a minimum of one non dedicated field engineer, available at centers (around 60 plus centers) where Regional Offices of the Bank are located. The contact details of these FEs will be shared with the Bank. The FEs should be easily reachable, particularly during the office hours of the branches/Bank.

4.58 Bidder should provide a system capable to send incident alerts through email and/ to respective authorities if required by bank. For example,

- a. On branch outage, alert should be sent to Branch Manager/ZO IT/Bank Team.
- b. For ZO links outage, alert should be sent to In charge ZO IT/Bank Team
- c. For critical links, alert should be sent to central monitoring team along with other stake holders.

4.59 The vendor should have a clear Disaster Recovery and Business Continuity Plan (BCP) in place for support services and should submit the BCP plan to the Bank. In case the Bidder does not have ready business continuity plan, he should undertake to implement business continuity plan within two months from the date of issue of the first Purchase Order.

4.60 "Site Survey", "Installation Certificate", "In Operations Certificate" and "Acceptance report for successful commissioning" must be maintained by the selected vendor for future reference like Liquidated Damages/ Penalty Calculation. The formats would be finalized in consultation with the Bank. The vendor is also required to submit Proof of Delivery (POD) and Bill of material of all the equipment delivered at the sites specified by the Bank. This shall be one time activity and the date of successful commissioning of link as these documents shall be considered as the billing's start date.

4.61 Bidder shall be responsible and comply with the preparation and processes of Banks change management process.

4.62 The bidder shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the other service provider or any employees or subcontractors of the service provider (as the bank may permit) in rendering the services or any part of the same under this agreement to the bank. Selected Bidder should ensure the last mile delivered at bank location should be preferably from Selected Bidder own network or from other major Telecom Service provider with whom selected bidder has made arrangement. Such TSP should also to be on board by the selected bidder as per bank eligibility criteria only. Even if last mile is provided by any other TSP all the terms and condition of this RFP should be achieved by bidder. However in case of a branch/office, having primary connectivity of any other TSP, the bidder is not permitted to use the last mile of that TSP. Further in case of Data center, the dual last mile should not be that of any other bidder shortlisted through this RFP.

4.63 Bidder shall provide, without any additional cost to the Bank, adequate protection for the pole/antenna like Platform/Monkey protection cage, Snow Shield/other obstructions wherever necessary, to prevent disturbances to the alignment causing communications failure. Any other equipment which are not mentioned in this RFP but are required for making the branch/ office live on the network via wired/wireless (RF/WiMax) link shall be provided by the selected bidder at no extra cost to the Bank. Bidder shall restore the any or all equipment if damage/destruction/fall down due to any eventuality, the whole responsibility of the bidder to live the branch without any additional cost to the Bank. Any claim/Representation as mentioned herein above shall not be entertained by the bank in any circumstances.

4.64 Road permit required (for new installation/ faulty etc) during contract period will be responsibility of the bidder.

4.65 For each site, an “In-operation Certificate” as per Annexure 10 indicating the date of installation, list of hardware equipment/devices installed at the site along with their make/model and unique serial numbers, address of the site etc. signed jointly by the representatives of the bidder and the Branch/Unit shall be provided by the bidder to the Network Department of DIT. After the bidder intimates that a link is ready and terminated on the router at the site (T date), the Bank’s Network System Integrator will configure the router and carry out acceptance test within three days. If the Bank’s Network System Integrator does not advise the bidder in T+5 working days, the link will be deemed to be commissioned on the T+5th working day. However, if the Bank’s Network system Integrator advises the bidder within time regarding failure of acceptance test, the process will start over again with the intimation of link readiness by the bidder and so on till commissioning of the link. Moreover, any site will be deemed commissioned only if the backhaul links are also in place. Else, the later of the date(s) {acceptance of branch link or date of commissioning of the last backhaul (DC/DRC)} will be deemed to be the date of commissioning for any branch/office circuit. The methodology for the test will be at the discretion of the Bank. The link is deemed to be successfully commissioned only if the acceptance test results are found satisfactory. The communication of having successfully commissioned the link will be furnished by the Bank’s Service Integrator/ authorized official of the Bank. The Bidder has to carry out the following tests and should hand over their reports to the Bank:

- Tests and results depicting that the link complies with Network Performance parameters specified at Appendix 1 Form B 02 - TECHNICAL SPECS”.
- Load test to ascertain bandwidth. The testing may be done by firing multiple ftp downloads and uploads between the location and DC Belapur. The Bank, however, reserves the right to conduct the load testing through any other methods (ex.

- IPERF/JPERF or other tools) as per Industry practice.
- Any to any reachability test

4.66 Acceptance tests will be conducted by the Bank at its premises. The date of successful commissioning of the link shall be the “Start date for billing”.

4.67 The date of commissioning for different branches may be different. The date of successful commissioning shall be the start date for calculation of rentals etc.

4.68 The connectivity cost between the branch/office and Bank’s data Center (including all hardware and software components) shall be on (consolidated) quarterly rental basis. The rate quoted by the bidder shall be uniform across the country for all locations during the entire tenure of the contract.

4.69 If Bidder finds that connectivity is not through till branch router, Bidder has to fix the issue by sending his field engineer (FE) to branch. During the branch visit, if the field engineer finds that branch router is malfunctioning/down states, the Bidder has to escalate the matter to the Bank through an email to a pre designated email ID provided by the Bank to the Bidder. A suitable mention must be also made by the Bidder’s FE in the Field visit report submitted to the Branch Manager/Bank authority.

4.70 Bidder shall maintain the connectivity at each location on 24*7 bases and shall rectify the defect by pro-active monitoring so as to maintain the Service Level Agreement (SLA). In cases of complaint lodges, the bidder has to have the arrangement for lodging/registration of complaints primarily over web portal, however, other modes such as email, toll free number etc. with the designated officials of the bidder, should also be available. Bidder has to provide the call registration process and escalation matrix. The bidder shall issue a unique number identifying the complaint lodged by the Bank irrespective of the mode used.

4.71 The Bidder shall provide site-wise uptime along with bandwidth utilization on monthly basis in the form of a report, as also on the dash board. Bidder should provide the detailed methodology of monitoring and calculating the up-time in the technical bid. Bank reserves the right to evaluate the methodology suggested by the Bidders. In case the suggested methodology is not acceptable to the Bank, the Bank shall prescribe a suitable method at the time of implementation of the project. The report format shall be finalized by the Bank in consultation with the selected bidders.

4.72 During the tenure of the contract or till link is being used at the site, the bidders shall bear all the operational costs associated with link commissioned (other than the quarterly rentals).

4.73 Bidder has to ensure safe delivery of the equipment up to the designated place of installation. Any transit insurance, permission, taxes, labor, tools and tackles, road permit etc., if required for the same, shall be arranged by the Bidder at no extra cost to the Bank. No additional time for delivering of equipment will be given to Bidder on account of issues related to road permit, government taxes, government or local body permissions, etc., nor will the Bank provide any documents required for transportation and delivery.

4.74 It shall be the responsibility of the selected bidder to provide replacement for damaged equipment (or any of its components). In order to minimize the time required to make such sites operational within the SLA parameters, the selected bidder should keep adequate number of spare equipment and components at suitable places so that same may be provided as per the timelines mentioned above. Space required for storing such spares may or may not be provided by the Bank depending on the availability of secure places at the Bank premises. The selected bidder will have to make their own arrangements for storing the spares in case the Bank is unable to provide the required space.

4.75 The Service Provider agrees for the following continuity arrangements to ensure the

business continuity of the Bank:

- a. In the event this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the Bank and to any new contractor engaged by the Bank, for the smooth switch over and continuity of the Services without any additional cost to the Bank.
- b. In the event of failure of the Service Provider to render the Service, without prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall be liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source. In this juncture Bank's decision shall be final and binding on the Service Provider.

4.76 For the site where link is already installed, if Bank decided to shift/relocate the existing Live site vendor has to make arrangement for de-installation, shifting, reinstallation within the stipulated time as per this RFP

4.77 In case any damage of bank's property during execution of work (new commissioning/ shifting etc) is attributable to the bidder, bidder has to replace the damaged property at his own cost.

4.78 The Bidder shall be fully responsible for installation and commissioning of the equipment, cabling and other related activities such as unpacking, uncrating, inspection etc. for which the bank shall provide the required space. While unpacking and installation the bidder shall check physical availability of items as per the packing list.

4.79 L2 feasibility has be completed by successful bidder within 4 weeks from the date of issue of purchase order. If feasible then commissioning of link to be done as per timeline mentioned in this RFP. If feasibility is not done within 4 weeks bank will cancel the order and said location will be allotted to other SP for commissioning of link as per bank discretion.

4.80 Bank reserves the right to increase or decrease the no of location to successful bidder.

4.81 For the locations where 3G/4G solution is provided SLA should be maintained as mentioned in this RFP, for maintaining the SLA bidder can use either single SIM solution or dual SIM.

4.82 For 3G/4G locations all the necessary hardware/ equipment's required to establish the connectivity are to be supplied by bidder without any extra cost to bank.

4.83 For 3G/4G solution successful bidder has to provide the details security features. Same should be cleared from Bank security team. Any change as per Bank security polices has to be incorporated in 3G/4G solution. The 3G/4G solution should support end to end encryption without any configuration change like MSS etc.

4.84 If infra is provide for RF/Wired/Wimax link should be commissioned within 15 days from the date of installation of pole/antenna, else bank will levy the LD and also bank reserves the right to allot the location to other bidder or solution.

4.85 All the cables with required connector required from bidder device to CPE router should be provided by bidder.

4.86 All the selected bidder has to provide the list of regional wise SPOC for implementation/delivery of link.

5. Technical Requirement

Bank required second MPLS Network from Established Telecom Service Provider other than BSNL or MTNL (for RF/WiMax) to build redundancy for their branches or offices across the country. Bidder has to provide Layer 3 MPLS VPN link for the branches or offices as per required bandwidth. Bidder has to create dedicated Layer 3 MPLS VPN Network for Bank with High availability. At present bank is having all branches or offices connected on BSNL MPLS Network with various Bandwidth to DC and DR locations. All branches are simultaneously connecting to DC and DR site at any point of time. Branches or offices are required to access applications hosted at DC or DR site on continuous basis. A branch has to access application at DR site, and then it will go directly to DR site instead of coming at DC site. Bidder has to provide the seamless MPLS VPN Network for branches where branches can have the portability to connect any sites i.e. any to any configuration should be available in MPLS VPN Network. In case of failure of Existing BSNL MPLS Link at branches, the branch traffic should be diverted to second MPLS Network to reach DC or DR site without manual intervention. After restoration of Primary MPLS Network it should be auto diverted to Primary MPLS network. Bidder should provide committed bandwidth on duplex mode for all required sites and the bidder should be able to demonstrate the same and bank should have visibility. The relaxation will be in case of connectivity provided through 3G/4G. However for 3G/4G uptime SLA would remain the same. At present all branches traffic is working on IPsec3 DES / AES encryption format between branch to DC and DR sites and vice versa, bidder should ensure this traffic should reached to DC and DR sites without any issues. All sites should have gone through UAT and SAT as per Bank's policy for successful commissioning and acceptance.

6. Maintenance support

For Metro Branches/offices: Restoration of links should be done within 2 hour from the call logging including travelling time. Response time is Fifteen minutes from the call logging.

For Urban or District Headquarter branches/Offices: Restoration of links should be done within 4 hours from the call logging including travelling time. Response time is Thirty minutes from the call logging.

For Semi Urban and Rural Branches/Offices: Restoration of links should be done within 6 hours from the call logging including travelling time. Response time is Thirty minutes from the call logging.

a. Locations (Excluding DC and DR sites) which are isolated in night (i.e. after 11.00 PM) should be attended by the Field engineer next day morning before the start of the branch operations, and bidder should take all necessary steps for restorations of such locations before the start of branch business hours. Bidder has to submit the declaration in writing advising the strength of **field engineers** along with their hierarchy across the country. Bidder should ensure availability of engineers in the branches or offices well on time and make all possible efforts to restore the links before starting business hours of the branches.

b. Bidder should not take more than one hour for remote trouble shooting of the links. If a link is down or non-working due to branch router issue or any hardware failure or any infra issue at branch end, bidder should ensure such information should be assigned to concerned team by e-mail or in writing within two hours from the reported incidence.

c. Bidder should be able to configure Quality/Class of services in the MPLS Network as asked by bank and at no extra cost to the bank. Bidder should ensure all applications should be accessible including IP Phone communication through IPSec in required MPLS Network for all locations. Bidder should provide COS for business critical application or data in the 80:20 ratio. Where 80% should be prioritized for data traffic and 20% would be for voice over IP traffic. Bidder should also ensure in case of no VOIP traffic, 100% should be used for data traffic only.

d. Bidder has to provide all kind of reports which are going to be used for SLA calculation in a mutually agreed format viz. Bandwidth utilization report of any site at any point of time, down-call report with complete details etc. Bidder has to pro-actively share the bandwidth utilization report of all branches where utilization is beyond 70% on weekly basis after due diligence from their end. Bidder should ensure all SLA reports should be available from the bidder's NMS portal.

e. Bidder should ensure all required hardware used for **link commissioning**, delivery and maintenance should be New and under proper warranty with respective OEM. Bidder should have all required licenses from the OEM for deploying such products for bank requirements. Non-compliance of same will be the full responsibility of successful bidder only.

f. Bidder should take all preventive measures to protect MPLS Network deployed for bank from any kind of vulnerabilities, which are released on time to time basis globally. Bank has full rights to ask the confirmation from the successful bidder in writing for prevention from such vulnerabilities.

g. Bidder's monitoring tool should have Real time dash board showing summary of the network like number of up and down branches, and links in form of pie chart, bar graph and percentage etc. or as advised by bank. All terminated links at bank locations should be available on the bidder's portal including backhaul links. Bidder should provide the services on monitoring tool to extract information branch wise/zone wise/entire locations. Bidder monitoring tool should have customization facility as per bank requirement. The bidder will make necessary customization for the bank to provide monitoring portal to bank's location with read and download privileges to the designated users of the bank, these numbers may be around 70 or more.

h. It will be the responsibility of the bidder to submit SLA reports or exception reports to the bank including the downtime penalty calculations. Nonetheless the data of the Bank's System Integrator will be treated as final in this regard. However, on justification the bidder has option to ask for the Bank's SI data and to represent in case of any major discrepancy. The bank reserves the right to examine such request on merit.

i. The bidder has to organize below mentioned Project Review meeting with strict schedule as mentioned below:

- (i) Weekly Review meeting at Bank's designated central location for the rollout- and implementation progress.

- (ii) Monthly Review meeting at Bank's central location for the rollout- and implementation progress, this meeting will be attended by Bidders country level executives. This meeting will recur till the installation of all proposed sites.
- (iii) Monthly Review meeting at Bank's central location for service assurance, this meeting will be attended by Bidders country level executives.
- (iv) Monthly Review meeting at Bank's each zonal office for service assurance, this meeting will be attended by Bidders Senior Level executive of such State or region.

6.1 Branches or Offices links:

6.1.1 Bidder has to specify the complete requirement to the concerned branch for commissioning of the required link in writing. All required links at branches or offices should be commissioned and tested within **8 weeks** from the date of award of contract to the successful bidder. All link testing as specified in this RFP should be done by the bidder in coordination with bank system integrator and facility management team. It is the responsibility of bidder to complete the required link testing for declaring the successful link commissioning. Testing is the responsibility of bidder and link will be accepted only after the successful testing. All required hardware for commissioning of the links at branches or offices should be delivered by the bidder at concerned location within the above mentioned timeline only. Delay in link commission due to nonavailability of required hardware is the responsibility of bidder only. At present all branches or offices are working on Primary MPLS network, so required power and space is available at all locations.

6.1.2 The successful bidders shall provide connectivity to all ordered locations. The bidder has to endeavor to make all ordered locations feasible by expanding its reach/infrastructure, wherever necessary.

6.2 Shifting of branches or offices link (wired or stable wireless as RF/ Wimax only):

6.2.1 After receiving the intimation from bank in letter or by way of e-mail, bidder has to shift the requested link from old location to new location within four weeks from the date of such intimation.

6.2.2 During the course of shifting, if the branch has been initially commissioned with RF link but after shifting to new premises it is reported to be non-feasible, bank reserves the right to surrender the link, and arrange for alternate solution.

6.2.3 The selected bidder shall be responsible for the preparation of "Change Management Process" document for the Bank wherein the entire process/procedure shall be defined pertaining to various activities involved during the tenure of the contract including, but not limited, to the following:

6.3 New Link commissioning as per future additional requirements: New Link commissioning:

Apart from the attached list of branches in this RFP. Bank will place the order for new link for their upcoming locations during the validity of the project to the selected bidder. Bank will share such locations address with assigned team for feasibility, team has to confirm the feasibility such locations to bank team **in two weeks' time**. Bank will issue the necessary Purchase Order (PO) for new links and bidder has to carry out the site survey within a week time from the date

of PO. The required new link will be commissioned at location within **4 weeks** from the date of award of PO. The link will be treated as successfully commissioned after the required testing as specified in this RFP. Delay in commissioning of links will attract the LD as mentioned in this RFP. Bank prefer new links should be delivered on wired or on stable wireless media i.e. RF/ Wimax only. All terms and conditions including scope of work will be same as per the old links which are ordered under this RFP for new links. Bidder should ensure the delivery of new links should be done as per the requirement raised by bank, as these locations are to be opened or made LIVE in a framed time only, to meet the regulators and corporate goals requirement. The Bank has the right to place order for any of its existing branches / offices in India or any branch / Office which might be opened in future till the tenure of this project.

6.4 Link Upgradation:

After receiving the intimation from bank by way of letter or e-mail, bidder has to upgrade the requested location bandwidth as requested Link up gradation activity should be completed with **in three weeks** from the intimation given by bank. Bidder has to ensure required hardware should be available at branch end for bandwidth upgradation in mentioned timeline only. Bidder not to charge any extra cost towards link upgradation, bank will only pay applicable bandwidth charges from the date of enhanced bandwidth of such locations as per the commercials submitted by the successful bidders. Successful bidders should ensure all new links or up gradation of links commercials as below of this RFP. These commercials will be applicable till the tenure of the project.

Under this RFP locations on Wired/RF/WiMax require 2Mbps bandwidth. Hence commercial quotation shall be asked for 2Mbps bandwidth only. However, Bank may require to upgrade the bandwidth in future. The multiplication factors for the particular bandwidth, on the basis of which price of other bandwidths will be computed, are given below:

Bandwidth Category	Multiplication factor
2 Mbps	Y (discovered price)
4 Mbps	1.1 Y
6 Mbps	1.2 Y
8 Mbps	1.3 Y
10 Mbps	1.4 Y
12 Mbps	1.5 Y

Price is to be quoted in Indian Rupees only. The bidders shall necessarily agree to the multiplication factor provided for other bandwidths. E.g., the bidder will have to accept the multiplication factor for 4, 8, 100, and so on. However in any case the charges will not exceed the TRAI prescribed charges/ ceiling on charges for point to point connectivity or MPLS connectivity.

7. Liquidated Damages (LD):

7.1 Time is the essence of the contract. If the bidder fails to complete the commissioning as per clause 6 of this RFP, the bank shall impose Liquidated Damages as mentioned below:

(a) **For Branches or offices links** (Including new link commissioning): a sum Rs. 200/- (Rupees Two hundred) per day per site will be applicable for the delay. LD for delay in delivery of links in branches will be capped at 10% of the total contract value of ordered location/site. At the maximum cap bank may consider termination of contract.

(b) **For DC and DR Backhaul links:** LD for delivery of each backhaul link will be at Rs. 500/- per day for a maximum period of four weeks. Penalty will be charged even if there is delay in commissioning any one of the last mile links.

7.2 Penalty on non-upgradation -If the bidder fails to upgrade the link as per timelines under this RFP, the bank shall impose Penalty of Rs.100/-(Rupees One Hundred only) per day per site maximum 10% of quarterly rental charges of particular link.

7.3 Penalty on non-shifting of link -If the bidder fails to shift the link as per timelines under this RFP, the bank shall impose Penalty of Rs.100/-(Rupees One Hundred only) per day per site maximum 10% of quarterly rental charges of particular link.

7.4 Penalty for NON Completion of the project:

If the bidder is not able to execute the project within 1 year apart from LD charges there will be penalty for non completion of project as under:

Project completion %	penalty for non delivery
less than 30%	30% of TCO
30-40 %	25% of TCO
40-50 %	20% of TCO
50-60 %	15% of TCO
60-70 %	10% of TCO
70-80 %	5% of TCO

For calculating the above project completion %, Bank issues like Landlord permission or any other issue related to bank will be removed.

8 Service Level Agreement (SLA) Terms and conditions:

8.1 DC and DR Backhaul links:

The monthly UP Time of DC and DR Backhaul links should be 99.99% for each link at each location. The percentage uptime is calculated on monthly basis as follows:

(Total contracted hours in a month – downtime hours within contracted hours)
-----* 100

Total contracted hours in a month

MTTR (Mean Time To Respond) for DC and DR backhaul links should be Fifteen minutes and restoration time should be thirty minutes.

SLA Calculation: If the uptime is below **99.99%**, the Bank shall deduct a penalty from the Bandwidth Charges , which will be @ 1% of cost of monthly rental of all ordered sites for every **0.5%** or part thereof of reduction in the uptime. However, if uptime is less than **98%**, the Bank shall levy penalty and shall have full right to terminate the contract as these links are critical links on which all branches or offices are connected.

8.2 Branches/offices links (Wired/RF/WiMax/3G-4G):

The monthly UP Time for branches /offices links should be 99.50% per site. The percentage uptime is calculated on monthly basis as follows:

(Total contracted hours in a month – downtime hours within contracted hours)
-----* 100

Total contracted hours in a month

SLA Calculation:

Uptime@ in a calendar Month	Penalty (% of the monthly rent for the location)#
> 99.50 % or above	Nil
> 98.00 % to <= 99.50 %	10
> 96.50 % to <= 98.00 %	25
> 95.00 % to <= 96.50 %	50
> 90.00 % to <= 95.00 %	75
< 90.00 %	100 and Bank reserves the right to surrender the link

8.3 Bidder has to submit RCA report for every major incidence within 14 days of the reported incidence. If bidder fails to submit the RCA report as per above mentioned timeline, the Rs.200/- per day will be penalized for non-submission for every single day default. This penalty is exclusive from the above mentioned penalties. Major incidence refers to outage of more than 10% of total sites at a particular time ordered under this RFP.

9. Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Financial Eligibility criteria (Common for All solution provider bidders)		
SR NO	CLAUSE	DCOUMNET REQUIRED
1	The bidder must be an Indian firm/ company /organization registered under Companies Act.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.
2	The bidder should have minimum annual turnover of Rs. 40 Crores in each of the last three financial years. (Audited balance sheet and profit and loss accounts for the last three years (2014-15,2015-16 and 2016-17) to be furnished by the bidder). This condition is not applicable for PSU organizations.	Financial statement for (2014-15,2015-16 and 2016-17)
3	The Bidder must have positive net worth in last three financial years as per audited balance sheets and P&L accounts. i.e. 2014-15,2015-16 and 2016-17. This condition is not applicable for PSU organizations	Financial statement for (2014-15,2015-16 and 2016-17)
4	The bidder also has to attach an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason	Undertaking by Bidder.
5	Bidder should not have been declared as NPA/bankruptcy by any of the financial institution in India.	An undertaking to this effect must be submitted in letter head.
6	The bidder should have their own support center in India for providing 24 x 7 telephonic technical support and assistance services for immediate response and faster call resolution. Bidder has to provide details of the same with bid submission.	Documentary evidence of support centre and resolution mechanism to be submitted.
7	The bidder should have permanent office in mumbai	Self-declaration on the letter head along with address
Technical Eligibility criteria for Wired/ RF/ WiMax solution provider		
8	The bidder should be a Telecom Service Provider and should have a valid Indian Government License to provide National Long Distance services in India.	Copies of the license to be provided along with self-attestation by the authorized signatory with company seal. Bidder also has to produce the list of states where its presence is available.

9	The bidder should have NLD backbone available on fiber cable across India and should have more than 50K route kilometre fiber laid in India. The core should be on DWDM technology. All the PoPs / NOCs should be connected on OFC and fully owned by the service provider.	Declaration on the letter head from bidder by the authorized signatory with company seal. Bidder also has to produce the list of states where its presence is available.
10	The bidder must possess valid certifications such as ISO9001:2008 or ISO27001:BS7799 or ISO200001:2011 and TL 9000. This condition is not applicable for PSU organisations	Copies of the certificate to be provided along with self-attestation by the authorized signatory with company seal.
11	The Bidder should have commissioned and operated at least 1000 Wireless links to reputed financial institutions/ Central Govt Organizations within India out of which minimum 500 links should be commissioned to one single Financial Institution/Central Govt Organization. Client references and contact details (email/landline/mobile) of customers for whom the Bidder has executed similar projects (Start and End Date of the Project to be mentioned) in the past three years, and which will be running as on the date of submission of the bid. Purchase orders and confirmation from at least three existing customer(s) is to be provided or customer satisfactory letter with all details project start end date no of links etc to be produced	Client references and contact details (email/landline/mobile) of customers for whom the Bidder has executed similar projects (Start and End Date of the Project to be mentioned) in the past three years, and which will be running as on the date of submission of the bid. Purchase orders and confirmation from at least three existing customer(s) is to be provided.
12	Bidder should have experience of minimum 3 years in providing MPLS VPN connectivity in India.	Declaration by the bidder that they have the required experience.
13	Bidder must be able to provide Dual PoP solution for Hub locations (Data Center/Disaster Recovery Center) of Central Bank of India. The POP should fulfill the following minimum conditions: • Equipment redundancy at the POP end to ensure service continues even in case of a failure of one equipment. Core aggregate router of the POP should have dual plane architecture with dual power supply • Power to the POP equipment should be from stabilized sources • Management of POP from where the last mile to Customer will be provided should be fully under the control of the bidder. Bidder should have presence of Dual PoPs at least in 4 metro cities. Details of Dual PoPs to be provided.	Self-declaration on the letter head.
Technical Eligibility criteria for 4G/3G solution provider		

14	The bidder should be a Telecom Service Provider and should have a valid Indian Government License to provide National Long Distance services in India.	Copies of the license to be provided along with self-attestation by the authorized signatory with company seal. Bidder also has to produce the list of states where its presence is available.
15	The bidder should have NLD backbone available on fiber cable across India and should have more than 50K route kilometre fiber laid in India. The core should be on DWDM technology. All the PoPs / NOCs should be connected on OFC and fully owned by the service provider.	Declaration on the letter head from bidder by the authorized signatory with company seal. Bidder also has to produce the list of states where its presence is available.
16	The bidder must possess valid certifications such as ISO9001:2008 or ISO27001:BS7799 or ISO200001:2011 and TL 9000. This condition is not applicable for PSU organisations	Copies of the certificate to be provided along with self-attestation by the authorized signatory with company seal.
17	The Bidder should have commissioned and operated at least 200 Wireless links (4G/3G) to reputed financial institutions/ Central Govt Organizations within India out of which minimum 50 links should be commissioned to one single Financial Institution/Central Govt Organization. Client references and contact details (email/landline/mobile) of customers for whom the Bidder has executed similar projects (Start and End Date of the Project to be mentioned) in the past three years, and which will be running as on the date of submission of the bid. Purchase orders and confirmation from at least three existing customer(s) is to be provided or customer satisfactory letter with all details project start end date no of links etc to be produced	Client references and contact details (email/landline/mobile) of customers for whom the Bidder has executed similar projects (Start and End Date of the Project to be mentioned) in the past three years, and which will be running as on the date of submission of the bid. Purchase orders and confirmation from at least three existing customer(s) is to be provided.
18	Bidder should have experience of minimum 3 years in providing MPLS VPN connectivity in India.	Declaration by the bidder that they have the required experience.

19	Bidder must be able to provide Dual PoP solution for Hub locations (Data Center/Disaster Recovery Center) of Central Bank of India. The POP should fulfill the following minimum conditions: • Equipment redundancy at the POP end to ensure service continues even in case of a failure of one equipment. • Core aggregate router of the POP should have dual plane architecture with dual power supply • Power to the POP equipment should be from stabilized sources • Management of POP from where the last mile to Customer will be provided should be fully under the control of the bidder. Bidder should have presence of Dual PoPs at least in 4 metro cities. Details of Dual PoPs to be provided.	Self-declaration on the letter head.
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Bidders providing Wired/RF/WiMax/4G/3G solutions also must meet all the above criteria.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

10. Offers by a Third-Party

The Bidders are not permitted to authorize their dealers/distributors/partners/ franchisees / subsidiaries / sister concerns etc., (including individuals and third party firms/companies) to either collect or submit the tender-related documents on their behalf. The Bank will summarily reject such requests and arrangements.

11. Duration of contract

The contract shall be valid for a period of five years from the date of first Purchase Order issued by the Bank. The (L1) rate agreed to by the shortlisted bidders will be non-negotiable for a period of the contract i.e. 5 years. The bidder shall have the option to agree for the extensions of the solution (from the date of expiry of the contract) for any period not less than one year at a time and for any number of times at the request of the Bank and at mutually agreed to commercials. In case of extension of the contract, the terms and conditions of this RFP will be applicable, unless stated otherwise. However, in any case, even if the bidder is desirous of exiting the contract, the bidder will not exit the contract till the Bank puts an alternative Bidder in place or a period of one year whichever is earlier.

12. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process. The bidder will also bear the applicable cost of the stamp duties and any other legal expenditure, present and future, in respect of all agreements that may be entered into by the Bank and the Bidder as an outcome of this RFP.

The successful bidder shall bear all cost relating to UAT & SAT of the solution provided by the

bidder. For doing the security review, the bidder will have to give access to the Bank/its authorized representatives, including third party representatives.

13. Documents constituting the RFP

The RFP includes the following along with the amendments (if any):

- (a) PART 1 - Invitation to Bid
- (b) PART 2 - Disclaimer
- (c) PART 3 - Instruction for Bidders
- (d) PART 4 - Terms and Conditions of Contract (TCC)
- (e) PART 5 - Requirement Specifications, Bid Forms and other forms

The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required by the RFP or submission of a Bid not substantially responsive to the Bidding

Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

14. Clarifications / Amendments

14.1 Bidder requiring any clarification of the RFP may notify the Bank in writing to the given email-ids on or before the date and time specified in "schedule of events".

14.2 A pre-bid meeting will be held as mentioned in the "schedule of events".

14.3 Text of raised queries (without identifying source of query) and response of the Bank together with the amendment to the bidding document, if any, will be sent to the bidders through email.

14.4 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be notified to all bidders by e-mail.

14.5 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

14.6 In order to enable the bidders a reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

14.7 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by the bidder.

15. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English only.

16. Documents Comprising the Bid

16.1 Documents in the **Technical Proposal Envelope**, should contain the following:

- a. A full description of the solution along with logical diagrams (showing all the components being offered as part of solution), which must provide an acceptable solution. Any Technical Bid containing any Price information will be rejected.

Signed and stamped on bidders letterhead:

- b. **Annexure 1 - Conformity Letter**
- c. **Annexure 2 - Conformity Letter with hard copy**
- d. **Annexure 3 - Eligibility criteria compliance**
- e. **Annexure 4- Details of Bidder**
- f. **Annexure 5 - Service Levels**
- g. **Annexure 6 -Undertaking not being NPA**
- h. **Annexure 7- INTEGRITY PACT**
- i. **Annexure 8- Performance Bank Guarantee**
- j. **Annexure 9 -Indemnity Deed**
- k. **Annexure 10- In Operation Certificate**
- l. **Annexure 11 -Reverse Auction terms**
- m. **Annexure 12- Details of Service Centers**
- n. **Annexure 13- List of Branches/Locations**
- o. **Annexure 14- NDA**
- p. **Masked Appendix 1 Form B 01 - Indicative Price Proposal**
- q. **Appendix 1 Form B 02 - TECHNICAL SPECS**
- r. **Appendix 2 Form A 01 - Cover TO**
- s. **Appendix 2 Form A 02 - Comments on T&C**
- t. **Appendix 2 Form A 03 - Query Format**

u. Appendix 2 Form A 04 - Manufacturer Authorization (for hardware devices)

v. Appendix 2 Form A 05 - Bid Security Form

w. Appendix 2 Form A 06 - TO Index

- x. Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform as per Clause 9 of the Bidding document.
- y. Documentary Evidence Establishing Eligibility of Products and Conformity to Bidding Documents as per clause 18.

16.2 All pages of this RFP document must be stamped and signed by the authorized signatory of the bidder confirming acceptance to all terms and conditions of this RFP and should be submitted as part of technical bid as per clause 16.1.

16.3 The above documents should be completed in accordance with the RFP and duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder (board resolution authorizing representative to bid and make commitments on behalf of the Bidder to be attached). In case Document is signed by a power of attorney holder, the bidder should submit the relevant board resolution. The documents produced should explicitly show that the signatory has been duly authorized to sign the RFP.

16.4 While submitting the Technical Bid, literature on the software/hardware if any, should be segregated and kept together in one section/group. The other papers like EMD, forms as mentioned above etc. should form the main section and should be submitted in one group, separate from the section containing literature.

16.5 Any Technical Proposal not containing the above will be rejected.

16.6 The Technical Proposal should NOT contain any price information. Such proposal, if received, will be rejected.

16.7 The Indicative Price Proposal Envelope should contain a single sheet as per Appendix 1 Form B 01 on the Bidder's letter head wherein the "All Inclusive Indicative Price" except applicable Tax should be mentioned under the signature and seal of the Bidder.

16.8 Integrity Pact- Each Participating bidder/s shall submit Integrity Pact as per attached Annexure 7 with duly stamped of Rs 500. Integrity pact should submit by all participating bidder at the time of submission of Bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process. Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this Pact in whose names and email IDs are as follows:

Dr. Kishore Kumar Sansi, mail ID: kishoresansi1@gmail.com

- The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

- The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings

17. Documentary Evidence Establishing Bidder's Eligibility and Qualifications

The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:

that adequate, specialized expertise are available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance during the contract period and provide necessary maintenance services.

That bidder is eligible as per clause 9.

18. Documentary Evidence Establishing Eligibility of Products and Conformity to Bidding Documents

- a. The Bidder shall submit point by point compliance to the technical specifications and it should be included in the Bid.
- b. Any deviations from specifications should be clearly brought out in the bid.
- c. The Bidder should quote for the entire package on a single responsibility basis for hardware, software and services it proposes to supply.

19. Earnest Money Deposit (EMD)

1. The Bidder shall furnish, as part of its Bid, an EMD of **Rs. 25,00,000.00** (Rupees Twenty Five lakhs only) in the form of Bank Guarantee valid for 12 months.
2. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.
3. Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.
4. The EMD of the unsuccessful Bidders shall be returned as soon as possible, on completion of procurement process and necessary approvals.
5. Each successful Bidder will provide to the Bank a Performance Bank Guarantee (PBG) valid for 66 months, within one month from the date of the Bank's letter of intent/Purchase order advising the Bidder of the Bank's intention to award the contract to the Bidder, subject to the Bidder fulfilling the terms of the RFP. The amount of PBG will be 10% of the total Value of the Contract as per format in Annexure 8.
6. The EMD may be forfeited: The EMD may be forfeited:

If a Bidder withdraws his Bid during the period of Bid validity (but prior to submission of PBG) specified in this RFP;

Or

If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract;

Or

In the case of a successful Bidder, if the Bidder fails;

(a) to sign the Contract;

and/or

(b) to furnish Performance Bank Guarantee

and/or

(c) to adhere to the delivery schedule stipulated

The EMD of the successful bidder will be returned after submission of PBG, if not already invoked.

20. Period of Validity of Bids

1. The RFP including the price shall remain valid for a period of 72 months (contract terms of the period+ 1 year) from the date of start of the contract period. The Bank has the right to place more orders on the shortlisted bidder(s) at the contracted rate in respect of any existing/new branch/office till the continuity of the contract. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.
2. In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended if PBG is not submitted by then. A Bidder may refuse the request without forfeiting its EMD.
3. The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

21. Format and Signing of Bid

1. Each bid shall be in two parts:-
 - a. **Part I- Technical Proposal.** (as per clause 16 above)
 - b. **Part II- Indicative Price Proposal.** (as per clause 16.5 above)
2. The two parts should be in two separate sealed NON-WINDOW envelopes, each superscribed with **"PROVIDING WIRELESS/WIRED CONNECTIVITY FOR BRANCHES/OFFICES OF CENTRAL BANK OF INDIA" - Ref:** as well as **"Technical Proposal"** and **"Indicative Price Proposal"** as the case may be.
3. Technical proposal and Indicative Commercial bid should be provided in one hard copy (spiral bound) and one soft copy (PDF, Word & Excel format). The soft copy of the technical bid and commercial bid should be submitted on separate CDs sealed in respective envelopes. Please mention on the CD **"SOFT COPY OF TECHNICAL/INDICATIVE COMMERCIAL BID"** as the case may be. Please certify that contents of soft copies and hard copy are same, however in case of any discrepancy, contents of the hard copy shall be considered by the Bank.
4. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or

persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

5. Any inter-lineation, erasures or overwriting shall be valid **only** if they are initialed by the person signing the Bids. The Bank reserves the right to reject bids not conforming to above.

22. Submission of Bids

1. The Bidders shall seal the NON-WINDOW envelopes containing one copy of "Technical Bid" and one copy of "Indicative Price Bid" separately and the two NON-WINDOW envelopes shall be **enclosed and sealed in an outer NON-WINDOW envelope**.
2. The inner envelopes shall be addressed to the Bank at the address given in Part-I above and marked as described
3. The outer envelope shall :
 - a) Be addressed to the Bank at the address given in Part-I ; and
 - b) Bear the Project Name **"PROVIDING WIRELESS/WIRED CONNECTIVITY FOR BRANCHES/OFFICES OF CENTRAL BANK OF INDIA"**
4. All envelopes should indicate the name and address of the Bidder on the cover.
5. If the envelope is not sealed and marked, the Bank will assume no responsibility for the bid's misplacement or its premature opening.

23. Deadline for Submission of Bids

- 1) Bids must be received by the Bank at the address specified, no later than the date and time specified in the "Schedule of Events" in Invitation to Bid.
- 2) In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 3) The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

24. Late Bid

Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.

25. Modification and Withdrawal of Bids

1. The Bidder may modify or withdraw its Bid after the Bid submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for Bid submission.
2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.
3. No Bid may be modified after the deadline for submission of Bids.
4. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD/PBG.

26. Opening of Technical Bids by the Bank

1. The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening.
2. Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

27. Preliminary Evaluation

1. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
2. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.
3. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
4. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

28. Technical Evaluation of Bids

1. Only those bids which have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms

during preliminary examination will not be taken up for further evaluation.

2. The Bank reserves the right to evaluate the bids on technical and functional parameters including HUB/NOC visit and witness demos of the system and verify functionalities, etc.

29. Evaluation of Price Bids and Finalization

1. Only those Bidders who qualify in pre-qualification and Technical evaluation would be shortlisted for commercial evaluation via Reverse Auction conducted by the Bank's authorized e- Procurement service provider, details of which are provided in Annexure 11.
2. The commercial bids will be received via Reverse Auction.
3. Technical evaluation will be considered only for eligibility and L1 will be identified based on Commercial bid and reverse auction only.
 - a. If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.
 - b. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.
4. The contract will be awarded to as mentioned in clause 2 above
5. In the case of RF, WiMAX, it shall be the responsibility of the Bank to provide roof top permissions/base area for erection of pole. If the Bank is not able to provide such roof top etc. permissions, the Bidder shall not be penalized. However, it will be the responsibility of the bidder to explicitly communicate to the Branch Manager/the Bank the details of the pole required to be set up and placement thereof (rooftop and/or the ground etc.) as per Appendix 1 Form B 02 - TECHNICAL SPECS.
6. The time provide to the shortlisted bidders for project completion, as stipulated above in this RFP, is inclusive of all tasks to be performed by the bidders for delivery of the links ordered, including task of feasibility study.
7. If the Bidder fails to adhere to any of the Project Milestones as described in this RFP above, as also the deployment related deliverables, the Bank, at its sole discretion, besides levying the stipulated penalty (ies), may cancel the order.
8. After provision of the initial connectivity, if later, bandwidth up gradation is required, the existing Service Provider (SP) will be given the first opportunity to upgrade to the higher bandwidth. The Bidder should upgrade the bandwidth within a period as specified. However, if the Bidder fails to upgrade the bandwidth within a period specified, Bank reserves the right to surrender the connectivity immediately and obtain fresh connectivity from any of the other shortlisted Bidders.
9. The System and/or Services covered under this bid are to be installed and

commissioned within the period mentioned in this RFP document. No credit will be given for early deliveries.

30. Contacting the Bank

No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

31. Bank's right To Accept Any Bid and to reject any or All Bids

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

32. Notification of Award

1. Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidders in writing or by e-mail, that their Bid has been accepted.
2. The notification of award will constitute the formation of the Contract. The selected Bidders should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.
3. Upon notification of award to the successful Bidders, the Bank will notify other unsuccessful Bidders and will discharge their EMD.

33. Performance Bank Guarantee

The successful bidder for each bandwidth category shall provide a Performance Bank Guarantee valid for a period of 66 months, within one month from the date of the Bank's letter of Intent advising the Bidder of the Bank's intention to award the contract to the Bidder, subject to the Bidder fulfilling the terms of RFP. The amount of PBG will be 10 % of the total Value of the Contract

The PBG shall be provided in the format at Annexure 8 from a Scheduled Commercial Bank other than Central bank of India within a week of receipt of formal communication from the Bank about their successful bid. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, Central bank of India is the sole Banker for the Bidder, a Letter of Comfort from Central bank of India may be accepted.

- The security deposit / bank guarantee will be returned to the Service Provider within six months after completion of the contract period/extended period of the contract with the consent of both the parties, whichever is later.
- The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not

completed as per time scheduled and the guarantee is not extended, or if the Service Provider fails to complete his obligations/services under the contract. The assessment of performance will be the sole discretions of the bank. The Bank shall be notifying the Service Provider in writing before invoking the Bank guarantee.

34. Signing of Contract

1. In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the Bidder's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
2. Failure of the successful Bidder to comply with the requirement of the RFP shall constitute sufficient grounds for the forfeiture of EMD/PBG followed by the annulment of the award.
3. The Bank reserves the right either to invoke the Performance Bank Guarantee or to cancel the purchase order or both if the Bidder fails to meet the significant terms of this RFP or contracts entered into with them, after giving due notice for rectification.

35. Miscellaneous

1. All documents in response to this RFP must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
2. All pages of this RFP document must be stamped and initialed by the authorized signatory of the bidder confirming acceptance to all terms and conditions of this RFP and should be submitted as part of technical bid.
3. The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) or none is received.

PART 4

TERMS AND CONDITIONS OF CONTRACT (TCC)

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

36. Use of Contract Documents and Information

1. The service provider shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.
2. The Service Provider will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

37. Country of Origin / Eligibility of Goods and Services

1. All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
2. For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
3. The Bidder shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.
4. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Bidder's performance under the Contract, if so required by the Bank.

38. Confidentiality Obligation

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

Relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or (is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants. Without limiting the generality of the foregoing, Confidential Information shall mean and include

any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

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

Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.

Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Bidder shall at no point use the Bank’s confidential information or Intellectual property.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of Hardware expansion Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or

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

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

Take at least the same degree of care in safeguarding such Confidential Information and

materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;

Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;

Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:

Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;

To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;

So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and

To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with. The restrictions in the preceding clause shall not apply to:

Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party

to the extent it is acquired with the valid right to disclose the same.

Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.

39. Bid Price

Price is to be quoted in **Indian Rupees** only.

The price quoted shall be inclusive of all Central/State Government levies, taxes, duties, license fees etc. Applicable taxes will be paid extra as applicable. The quoted prices should also include all other charges like packing/forwarding/freight/transit insurance etc., for the equipment to be delivered at the Bank's specified locations. In the event of any downward revision of levies/duties etc., the same should be passed on to the Bank.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes (other than Applicable taxes), duties, levies, charges etc. by Central/State Government. A bid submitted with an adjustable price quotation (other than Applicable taxes) will be treated as non-responsive and will be rejected.

40. Ownership, Grant and Delivery

The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project. The use of software by Bidders on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank. The bank reserves the right to use the excess capacity of the hardware, licenses and other infrastructure supplied by the Bidder for any internal use of the Bank or its affiliates, subsidiaries, Sponsor Bank at no additional cost other than the prices mentioned in the commercial bid. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure. Further the Bidder also agrees that such use will not infringe or violate any license or other requirements.

41. Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project – **Scope of Work** of this document are not achieved.

42. Compliance with Laws

a) Compliance with all applicable laws: Vendor 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 and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

b) Compliance in obtaining approvals/permissions/licenses: Vendor 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, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to Company.

c) All necessary compliances relating to the transaction such as disclosure in the returns to be filed, Tax Collected at Source(if applicable) etc. shall be duly undertaken by the Vendor and in case of any non-compliance or delayed compliance, the Bank shall have right to recover interest and/or penalty that may be levied including liquidated damages @10% of the value of supplier/Vendor.

d) This indemnification is only a remedy for the Bank. Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above.

43. Assignment

Bank may assign the services provided therein by the 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 link services to any of the sub-contractors, 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 the 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 the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favorable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.

44. Insurance

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

The Bidder shall furnish to the Bank prior to the commencement of the supply of network equipment, copies of the certificates of insurance as stipulated as set out herein certifying that the policies of insurance, endorsed as required, are in full force and effect (together with any required waivers of subrogation). The Bidder shall ensure that the policies contain provision that the Bank will be given thirty (30) days' prior written notice by the insurers in the event of either cancellation or material change in coverage; and that the Bank shall be given thirty (30) days' notice prior to termination of the insurance for failure to renew or pay premium. The Insurance procured by the Bidder shall be primary to any other insurance available to the Bank, its assigns, officers, directors, agents and employees. The Bidder's obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Bidder's other obligations, and the Bidder's liability to the Bank shall not be limited to the amount of coverage. It is usual for Bidders to have name of their customers endorsed as additional insured / beneficiary and provide a copy of the policy to the customers. The Bank should be added as a "Beneficiary or additional insured" and appropriate certification should be provided by the Bidder's insurer certifying compliance with the provisions of this clause.

45. Order Cancellation

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- a. Delay in implementation after 6 weeks.
- b. In case the Service Level Agreement (SLA) is not executed within the two months from commissioning of links.
- c. Serious discrepancy in the quality of service / hardware / software expected during the implementation, rollout and subsequent maintenance process.
- d. In the case of any violation of the terms of the RFP, Contract, Secrecy or persistent default in complying with the terms of Service Agreement
- e. At any stage, any representation or particulars furnished by bidder are found to be incorrect or false
- f. In case the bidder change its constitution or amalgamate or merge with any other entity without the prior intimation to the Bank then such change will not be acceptable to the Bank
- g. In the case any major shareholder or stakeholder are found to have been engaged in activities which are criminal in nature in their own country or any proceedings for declaring them as insolvent for winding up are pending or initiated.
- h. The bidder goes into liquidation voluntarily or otherwise.

- i. The progress regarding execution of the contract by the bidder is unsatisfactory.
- j. Deduction on account of liquidated damages exceeds 10% of the total contract price.
- k. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the bank may give a 30 days cure period. Thereafter, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract

In addition to the cancellation of Purchase order, the Bank reserves the right to invoke the Performance Bank Guarantee submitted by the bidder to recover the damages, or any consequential damages without prejudice to other rights of the Bank to recover the damages, liabilities or consequential damages.

Upon cancellation of contract/completion of period of service, the bidder should handover the peaceful legal possession of all the assets provided as per the scope of the contract along with the licenses therewith and obtains discharge from the Bank. The Bank also reserves the right to assign or allot or award the contract to any third party upon cancellation.

However the Bank's decision on the matter will be final and binding on the bidder.

46. Indemnity

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notifies the Bidder in writing immediately on aware of such claim, (ii) the Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim 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.

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

Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's

data could be integrated/used under Bidder provided software and since the Bidder would be managing the data centre, the Bidder should be responsible for loss/compromise or damage to Bank's data.

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

Non-compliance of the Bidder with Laws / Governmental Requirements IP infringement
Negligence and misconduct of the Bidder, its employees, and agents Breach of any terms of RFP, Representation or Warranty Act or omission in performance of service. Loss of data
Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

The Vendor 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.

Vendor shall indemnify to bank, if cyber threatened /crime/hacking or any related offence occurs due to use of solution/software supplied (including support services) or any other manner provided in this regard.

Selected Bidder has to signed the Deed of Indemnity as per attached format (Annexure 9)

47. Inspection, Audit & Visitations

a)Right to Inspect, Examine and Audit:

All OEM/Vendor records with respect to any matters / issues covered under the scope of this RFP shall be made available to the Bank at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The Bank's auditors would execute confidentiality agreement with the Vendor, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of such audit will be borne by the Bank.

Vendor 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/VENDOR outsourced process to identify new outsourcing risks as they arise. The VENDOR shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the VENDOR 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 VENDOR. 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 VENDOR 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 VENDOR 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 VENDOR. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the VENDOR. Such assessment and reports on the VENDOR may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

b)Monitoring

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

c)Visitations

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

48. Publicity

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

49. Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to

directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

50. 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.

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

51. Sensitive Information

System should have standard input, communication, processing and output validations and controls. System hardening should be done by vendor. Access controls at DB, OS, and Application levels should be ensured.

Vendor should comply with the Information Security Policy of the Bank. The Product offered should comply with regulator's guidelines. Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank systems the Bidder may 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.

52. Privacy & Security Safeguards

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location. The Bidder shall develop procedures 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 shall 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 under this contract or existing at any Bank location.

53. Security Configuration

The baseline security configuration of Database, Web server and all other applications to be done by the Vendor, according to the industry best practices Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. Periodicity for Regulatory Audits would be required as per the rules and guidelines laid down by the regulator or as required by the regulator. These audit plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, Network security controls and program change controls. Compliance of the audit report has to be ensured by the Vendor.

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 Vendor shall afford the Bank's representatives access to the Vendor's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the Vendor.

54. Bidder's Liability

The Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidder's 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 or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

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

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.

55. Guarantees

Bidder should guarantee that the link and the hardware and allied components used to service the Bank are licensed and legal. All hardware and related software must be supplied with their original and complete printed documentation.

56. Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder fault or negligence and not foreseeable. Such events may include, but are not limited to Acts of purchaser in its sovereign capacity, wars or revolutions, floods, quarantine restrictions and fright embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify Central Bank of India in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by Central Bank of India in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

Notwithstanding above, the decision of Central Bank of India shall be final and binding on the bidder.

57. Resolution of Disputes

1 The Bank and the Service Provider 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.

2 If, the Bank and the Service Provider have been unable to resolve amicably a Contract dispute, even after 30 days' period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

3 The dispute resolution mechanism to be applied shall be as follows:

(a) In case of dispute or difference arising between the Bank and the Service Provider relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Supplier.

(b) Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English and court of Mumbai shall have exclusive jurisdiction. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

(d) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

(e) This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do.

58. Exit Option and Contract Re-Negotiation

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

- Delay/failure of the services beyond the specified period mentioned in the Agreement.
- Breaches in the terms and conditions of the Purchase Order/Agreement.
- Non satisfactory performance of Service Provider during the contract period.
- In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Service Provider towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- Bank shall serve the notice of termination to the Service Provider at least 60 days prior, of its intention to terminate services during the contract period.

☐ In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the VENDOR.

☐ The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the VENDOR at more favorable terms in case such terms are offered in the industry at that time.

☐ Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the VENDOR should continue to supply the equipment's (if required/non delivered) and provide services to the Bank as per the contract.

□ Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The VENDOR should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 60 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a System Integrator who will be responsible for all dealings with the VENDOR regarding the delivery of the reverse transition services.

□ The reverse transition services to be provided by the VENDOR shall include the following:

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

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

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

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

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

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

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

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

v. The Bank and the Supplier/service Provider shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

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

Notwithstanding anything contained in this Agreement, the Bank shall be entitled to terminate the agreement at no cost with the service provider without assigning any reason at any time by giving thirty(30) days prior written notice to the service provider

59. LIQUIDATED DAMAGES

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

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

Non-delivery and installation of any component or other services mentioned in the order

Delivery/Availability, but no installation of the components and/or software No Integration System operational, but unsatisfactory to the Bank

If the VENDOR fails to deliver any or all of the Equipment or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the hardware cost of that locations, per week or part of thereof (eg 3 days will be treated as a week) and maximum deduction is 10% of the total contract value. Once the maximum is reached, the Bank may consider termination of the contract. All the deliverables given to the Bank at that instant will continue to be the property of the bank and the bank plans to use the same for any purpose which it may deem fit.

60. Patent Rights/Intellectual property rights-

1- The bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.

2- In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights, arising

from the use of the Products or any part thereof in India, the bidder shall act expeditiously to extinguish such claim. If the bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the bidder of such claim, if it is made, without delay. If a third party's claim endangers or disrupts the Bank's use of the software, the VENDOR shall be required to, at no further expense, charge, fees or costs to the Bank,

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

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 used by the VENDOR as part of this Agreement.

61. 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

62. Survival

This Section along with limitation of liability, dispute resolution, confidentiality, indemnity,, penalty, or any other rights which imposes obligation upon the VENDOR shall so survive after termination of the contract.

63. Statutory Requirements

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

65. Corrupt and Fraudulent Practices

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

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

“Fraudulent Practice” means a misrepresentation of facts in order to influence aprocurement 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.

Entire Agreement; Amendments:

This Agreement sets forth the entire agreement between the parties 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 authorised officials of both parties.

Survival and Severability: Any provision or covenant of the Agreement, which expressly, or by its nature, imposes obligations on VENDOR 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

66. Waiver

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

67. Violation of terms

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

68. Visitorial Rights

The Bank reserves the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused.

69. Addition/Deletion of Qualified Offerings

Both parties agree that the intent of this tender is to establish an initial set of service offerings. The Bank recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. In addition, the Bank recognizes that from time to time hardware and related software products that are provided as part of Bidder services will be upgraded or replaced as technology evolve. Replacement and / or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of the Bank. For this purpose, a Change Order Procedure will be followed. Bank may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The Bidder shall prepare a change order reflecting the actual or anticipated changes(s) including the impact on deliverables schedule. The Bidder shall carry out such services as required by the Bank at mutually agreed terms and conditions.

The Bidder shall agree that the price for incremental offering cannot exceed the original proposed cost and the Bank reserves the right to re-negotiate the price.

The Bidder shall agree to submit the request to add new services or service categories on its letterhead signed by a representative authorized to bind the organization.

The Bank is under no obligation to honor such requests to add service categories or amend this contract.

As a method for reviewing Bidder services and Bank requirements, the Bank will sponsor regular reviews to allow an exchange of requirements and opportunities.

All quantities mentioned in this RFP are indicative. The quantities of components to be procured as part of this tender can be varied by the Bank. This also includes the right to modify the number of branches, offices, training centres etc.

70. Termination

- (1) The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving thirty days (30) prior written notice to the Bidder.
- (2) The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - (a) The Bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
 - (b) The Bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- (3) The Bidder shall have right to terminate only in the event of winding up of the Bank

71. Effect of termination

- (1) The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transition of Bank's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.
Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- (2) The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by the Bank, continue to provide services to the Bank at no less favorable terms than those contained in this RFP. In case the bank wants to continue with the Bidder's services after the completion of this contract then the Bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
- (3) The Bank shall make such prorated payment for services rendered by the Bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

CONSEQUENCES OF TERMINATION

1- In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

2- In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as BANK may specify including training, where the successor(s) is a representative/personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

a) Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.

b) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination

72. Limitation of Liability

The bidders aggregate liability in connection with obligations undertaken as a part of Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of annual contract value. 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 or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this project

In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this Agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

73. Bidder's obligations

1. The Bidder is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
2. The Bidder will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of

the same.

3. The Bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
4. The Bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
5. The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
6. The Bidder will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.
7. The Service Provide shall ensure that the software and hardware relevant for the Services contemplated under this Agreement, is properly maintained and operated at all times, without hampering the services with proper standby.
8. Ensure that there is sufficient back up in terms of power and other infrastructure, including but not limited to, Uninterrupted Power Supply, air-conditioners, components/resources at the Location for rendering the Services in terms of this Agreement.
9. The Service Provider should have a well-documented Business Continuity Plan and Disaster Recovery Plan and also security and control practices.
10. The Service Provider 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.
11. The Service Provider shall disclose security breaches if any to the Bank, without any delay.
12. Service Provider 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.
13. Service Provider must comply RBI circular on "Cyber Security Framework for Banks" and assurance from the respective OEMs/Application providers that the application is free from embedded malicious/fraudulent code.
14. The Service provider should make proper arrangement with respective OEM to ensure that back to back arrangement in place for continuing support for the Web based Audit Solution Project. So that continuity is maintained for -----project in the event of insolvency, bankruptcy, liquidation, acquisition, windup, amalgamation or termination on default of Service Provider.

15. The License is granted to the existing entity of the Bank and in the event of any merger/acquisitions in future shall automatically transfer the license to the newly merged entity without any additional cost or charges. In this juncture support and services shall be continue till the currency of the contract .
16. The Bank reserves its right to blacklist to Service Provider to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfillment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated under RFP/Agreement.
17. The service provider should comply within the specified timeline, the finding of the external or internal Audit including Regulatory/Statutory without any additional cost to the BANK.
18. The service provider should comply of the Retention policy of the Bank and co-ordinate to preserve the data/documents of bank for minimum 10 years.
19. The service provide should integrate the -----with the core banking solution of the Bank if required by the bank without any additional cost .
20. Service Provider should follow Information security guideline issued by Bank/Regulatory/Statutory Authority time to time, and the same must be complied in order without fail, to avoid breach of contractual obligation.
21. Service Provider shall submit Integrity Pact, Non Disclosure Agreement and Performance bank guarantee as per satisfaction of the Bank.

74. Payment Terms

Payment (*in Indian Rupees only*) will be made strictly in accordance with the following schedule by the GAD, Central office of CBI at Nariman Point –

- First Payment: In arrears, at the end of each calendar quarter and upon submission of:
 - a. Invoice for the period of service;
 - b. Delivery, challans and installation reports on satisfactory installation “In operations certificate” (Format as per Annexure 10) will be prepared by the bidders engineer and will be signed by the Branch Manager of central bank of India, where the link and other related networking equipment are installed; and
 - c. Communication from Network System Integrator/ authorized official of the Bank of having successfully commissioned the links.
 - d. Adherence to the delivery schedule of the project.
 - e. Performance bank Guarantee as specified
 - f. Payment will be released by the bank only if Performance bank guarantee has been deposited by the bidder.

- Subsequent Payments: After expiry of each subsequent period of quarterly operations and upon submission of invoice and SLA report for the period of service. The delayed commissioning etc. penalties would be deducted by the Bank at the stage it deems appropriate.

The Bank reserves the right to change the above terms and conditions. No representation will be entertained for releasing ad-hoc payments, of any nature.

75. Taxes and Duties

The Bidder will be entirely responsible for all applicable taxes, charges, license fees, road permits, Applicable taxes, NMMC cess etc. in connection with delivery of products at site including incidental services and commissioning.

Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Bidder shall include all such taxes in the contract price.

The Bidder's staff, personnel and labor will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

If the Government brings in any changes to the tax structure resulting in reduction of the cost, the benefit arising out of such reduction or changes or abolition shall be passed on to the Bank. The price should be mentioned in terms of the amount payable by Bank as per the pricing structure for all the services indicating the break-up of each item as per bill of materials. However, any item not mentioned in the bill of material but necessary to complete the project will be the sole responsibility of the bidder and will be deemed to have been included in the price. Prices, which are not quoted as above, can be rejected. The Bank reserves its right to reject any bid submitted with an adjustable price quotation.

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. Vendor shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-

(a)TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the 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.

(b) 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.

(c) If vendor 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.

(d) 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. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

76. Contract Signing

Within six weeks from the date of acceptance of the order by the selected bidder, the bidder shall sign a stamped "Contract agreement", with the Bank at the time, place and in the format prescribed by the Bank. The Contract agreement shall include all agreed terms, conditions and specifications of RFP and also the Bill of material and price, as agreed finally after Reverse Auction/Price bid evaluation. The soft copy of draft contract agreement shall be provided to the selected bidder along with the order. The Contract shall be executed in English language in 2 (TWO) originals, the bank receiving the duly signed one original and the selected bidder receiving the second original copy. The contract shall be valid till all contractual obligations are fulfilled.

PART 5

REQUIREMENT SPECIFICATION, BID FORM AND OTHER FORMATS

INDEX

As per Attached Annexures & Appendix.

- 1) **Annexure 1 - Conformity Letter**
- 2) **Annexure 2 - Conformity Letter with hard copy**
- 3) **Annexure 3 - Eligibility criteria compliance**
- 4) **Annexure 4 - Details of Bidder**
- 5) **Annexure 5 - Service Levels**
- 6) **Annexure 6 - Undertaking not being NPA**
- 7) **Annexure 7 - INTEGRITY PACT**
- 8) **Annexure 8 - Performance Bank Guarantee**
- 9) **Annexure 9 - Indemnity Deed**
- 10) **Annexure 10 - In Operation Certificate**
- 11) **Annexure 11 - Reverse Auction terms**
- 12) **Annexure 12 - Details of Service Centers**
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- 14) **Annexure 14- NDA**
- 15) **Masked Appendix 1 Form B 01 - Indicative Price Proposal**
- 16) **Appendix 1 Form B 02 - TECHNICAL SPECS**
- 17) **Appendix 2 Form A 01 - Cover TO**
- 18) **Appendix 2 Form A 02 - Comments on T&C**
- 19) **Appendix 2 Form A 03 - Query Format**
- 20) **Appendix 2 Form A 04 - Manufacturer Authorization (for hardware devices)**
- 21) **Appendix 2 Form A 05 - Bid Security Form**
- 22) **Appendix 2 Form A 06 - TO Index**