



Central Bank of India

Tender Reference No.

CO:DIT:PUR:2018-19:260

Request for Proposal (RFP)

For

Supply, Implementation and Maintenance of Network Equipment

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Purpose of this document

The Request for Proposal (hereafter referred to as “RFP”) document is meant to define the scope of work for the Bidder for “Supply, Implementation and Maintenance of Network Equipment” at Central Bank of India as per the terms, conditions and specifications provided in this RFP.

This RFP contains the details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which the Bidder needs to factor in while responding to this RFP. The objective of this RFP is to find a suitable Bidder – who can deliver in-scope solutions in alignment with requirements of Central Bank of India, hereafter referred to as “Bank” and has proven experience in the area of IT Networks for banking sector, to respond to this RFP.

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

Definitions and Acronyms

Following terms are used in the document interchangeably to mean:

“AES” – Advanced Encryption Standard

“ATS” – Annual Technical Support

“Bank” means ‘Central Bank of India

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

“BWCN” – Bank Wide Corporate Network

“CBS” – Core Banking Solution

“CGM” – Chief General Manager

“CMD” – Chairman and Managing Director

“CO” – Central Office

“CPU” – Central Processing Unit

“CVC” – Central Vigilance Commission

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

“DHCP” – Dynamic Host Configuration Protocol

“DMZ” – Demilitarized Zone

“DNS” – Domain Name Server

“DoT” – Department of Telecommunications

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

“ED” – Executive Director

“EPABX” – Electronic Private Automatic Branch Exchange

“FI” – Financial Inclusion

“Gbps” - Giga bits Per Second

“GM - IT” – General Manager – Information Technology

“GoI” – Government of India

“HO” – Head Office

“HTTP” – Hyper Text Transfer Protocol

“INR” – Indian National Rupee

“IP” – Internet Protocol

“IPS” – Intrusion Prevention System

“ISDN” – Integrated Services Digital Network

“IT” – Information Technology

“LAN” – Local Area Network

“Mbps” – Million bits Per Second

“MPLS” – Multi Protocol Label Switching

“MPPS” – Million Packets per Second

“MS” – Microsoft

“MTBF” – Mean Time before Failure

“NOC” – Network Operating Control

“OEM” – Original Equipment Manufacturer

“PO” – Purchase Order

“RF” – Radio Frequency

“RFP” – Request for Proposal

“RO” – Regional Office

“RPO” – Recovery Point Objective

“RTO” – Recovery Time Objective

“SMTP” – Simple Mail Transfer Protocol

“SoW” – Scope of Work

“SSL” – Secure Sockets Layer

“T&C” – Terms & Conditions

“Tbps” – Terabits per second

“TCO” – Total Cost of Ownership

“TCP” – Transmission Control Protocol

“ToR” – Terms of Reference

“UAT” – User Acceptance Test

“VPN” – Virtual Private Network

“VSAT” – Very Small Aperture Terminal

“ZO” – Zonal Office

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

1. Introduction

1.1 About the Bank

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

The organizational structure of the Bank consists of four tiers as Central Office (CO), Zonal Offices (ZO) and Branches. CO, consisting of various functional departments deals with mainly policy formulation, setting of targets and monitoring of performance. The Bank has set up 13 ZOs to exercise immediate supervision and control over the 59 Regional Offices, which in turn supervise the branches under their jurisdiction. The Bank has a network of 4720+ branches spread across the length and breadth of the country with presence in all the States and Union Territories. The Bank has also established its Wide Area Network at 4500+ locations all over India covering administrative and branch offices and is planning to enlarge it during the current year.

The Bank has, also, specialized branches catering to the specific needs of retail customers, industrial units, corporate clients, forex dealers, exporters and importers, small scale industries and agricultural sector.

1.2 Project Objective

The Bank envisages augmentation of their existing Network equipment deployed at Bank’s DC & DRC – that has reached or nearing end of support. The Bidder is required to procure, supply, install, provide comprehensive onsite warranty and AMC support for the period of contract of the proposed network equipment along with its sub components like software etc. as mentioned in Appendix 1 Form B 01- Bill of Materials. The Bidder is also required to deliver the same to the Bank’s location while adhering and synchronizing the delivery schedule to meet the implementation timelines mentioned in Section 1.4.

Scope of work is described in detail in Section 2 – “Detailed Project Scope” of this RFP document. The Bank seeks comprehensive proposals from the Bidders who have the capabilities to meet the Bank’s requirements and have a serious interest in providing the required services. This RFP provides information on the Bank and the scope of work, and instructions for the preparation and submission of the RFP response by the Bidder, to perform the scope of work.

The Bank envisions selecting the Bidder who will procure, install and provide comprehensive onsite warranty & AMC support for the period of contract for the required Network equipment. The Bidder is also required to maintain the existing network equipment deployed in DC, DRC & CO for the period of contract.

Objectives of this RFP are:

Scope Definition: To present the eligible Bidders with understanding of Bank's requirements aiming for procurement, installation of network equipment

- **Background Information:** To provide background information on existing business applications, underpinning IT infrastructure and services provided to support the business functions and operations
- **Proposal Request:** To invite detailed proposals from Bidders as per the objectives defined in this RFP and adhering to stipulated terms and conditions
- **Bidder Selection:** To shortlist Bidders for comprehensive technical and commercial evaluations and award the contract to the selected Bidder, taking into consideration evaluation parameters defined in this RFP

The Successful Bidder shall be the single point of contact for all products and services offered, as described in the scope of work, and will be fully responsible for the overall delivery, project management and co-ordination with different stakeholders as specified in the sections below.

Agreement shall commence from the date of acceptance of Purchase Order (PO) by the Bidder and will be valid for 5 years from the date of installation acceptance by the Bank. Project Scope

The Bidder who wishes to take up the project shall be responsible for the following:

- Procurement of the necessary network equipment and the corresponding software, database etc. required for implementing these solutions, as mentioned in Appendix 1 Form B 01 – Bill of Materials, at the stipulated locations of the Bank
- For all the network equipment mentioned in Appendix 1 Form B 01 – Bill of Materials, the Bank has provided scope in section 2.1 & minimum technical specification in Annexure-06 (Minimum Technical Specifications). The solutions proposed by the Bidder should comply with these minimum technical requirements
- Installation of the respective network equipment at the Bank including configuration, customization of the products as per the Bank's requirement
- Work with the existing System Integrator(s) of the Bank to integrate the equipment with existing application platforms, server and storage environment, enterprise network, security solutions, ticketing tools etc.
- Adherence to agreed Service Level Agreements (SLA) and periodic monitoring and reporting of the same to the Bank
- Provision of comprehensive onsite warranty, AMC, ATS and maintenance of the supplied components for the period of contract

1.3 Project Timelines

The Bidder is required to adhere to the project timelines mentioned in the below table. As a part of implementation of network equipment, the Bank expects the successful Bidder to provide power, space and cooling requirements for the equipment to be hosted at DC and DRC.

Sr. No.	Activity	Time Period for Completion
1	Supply and installation of following Network equipment at DC, DRC, Central Office:- • Server Load Balancer for Internet Banking • Net Flow Analyzer with Manager • Network Proxy with Manager • Firewall with Manager • Server Load Balancer (Web Layer) • Server Load Balancer (Application Layer) • Server Load Balancer (for Data Archival servers) • Top of the Rack (TOR) switches • Firewall at 3rd party locations for secure connectivity	Deliver the equipment within 8 weeks of date of issuance of PO by the Bank and install the equipment within 4 weeks of date of delivery

Table - 1.1: Project Timeline

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

1.4 Schedule of Events

Bid Schedule

Sr. No.	Event Name	Remarks
1	Name of RFP	RFP for Supply, Implementation and Maintenance of Network Equipment
2	Date of Issuance of RFP	13 th June 2018
3	Cost of RFP – Non Refundable	Rs. 5000/- (Rupees Five Thousand only)
4	Bid Security (EMD)	Rs. 1,00,00,000/- (Rupees One crore only)
5	Date of Pre – Bid Meeting	20 th June 2018 at 3:30 pm.
6	Last date to receive all the queries	19 th June 2018 at 5:00 pm.
7	E-mail Address & Contact Details	cmnetwork@central.co.in smcbsnoc@centralbank.co.in Telephone: 022-67123684/ 3669
8	Last date for submission of Bids	17 th July 2018 at 3:00 pm.
9	Date of opening of Technical Bid	17 th July 2018 at 3:30 pm.
10	Address for submission of Bids	In the Drop Box kept at the 1 st Floor Or Assistant General Manager – DIT, 1st floor, Central Bank of India, Central Office, Department of Information Technology, Plot no. 26, Sector 11, CBD Belapur, Navi Mumbai – 400614
11	Venue for Presentation, Pre-Bid Meeting, Opening of Bids	1st Floor DIT, Plot no. 26, Sector 11, CBD Belapur, Navi Mumbai – 400614

Table – 1.2: Bid Schedule

Pre Bid Meeting

- All queries / requests for clarification from Bidders must reach the Bank by e-mail or in person before 5:00 pm on 19th June 2018
- Should the Bidder have any queries or require any clarification, Bidder should request the clarification from the Bank in the format provided in “Appendix 2 Form A 02 - Query on T&C” for Terms & Conditions related queries /clarifications and in “Appendix 2 Form A 03 - Query Format” for technical or other non – Terms & Condition related queries / clarification. No clarification or queries will be entertained in any other format
- 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
- The Bidder is required to provide a detailed strategy to the Bank; the activities mentioned above are indicative but the timelines for procurement and delivery should be maintained. Hence, if the Bidder has a quicker and effective solution, the same may be discussed and agreed with the Bank
- Any modification of the RFP, which may become necessary as a result of the pre-bid meeting, shall be made by the Bank exclusively through the issue of an addendum and will be published on Bank’s website for information to all the prospective bidders
- Non-attendance at the pre-bid meeting will not be the cause for disqualification of a Bidder. However, only Bidders who have purchased the tender will be allowed to bid through the tendering process

2. Detailed Scope of Work

2.1 General

The Bank intends to upgrade/refresh/renew/augment the network equipment for its Core Banking System and supporting business applications to meet Bank's future business requirements:

- Data Centre (DC) of the Bank is located at CBD Belapur, Mumbai. Disaster Recovery Centre (DRC) is located at Hyderabad.
- The Bank has envisaged the upgrades required on the existing network equipment & buyback details and the same have been provided in Appendix 1 Form B 01 – Bill of Materials. The Bidder is required to quote the network equipment and related software, listed in Appendix 1 Form B 01 – Bill of Materials.
- Procurement of the network equipment mentioned in the RFP will be at Bank's discretion and Bank may not procure all the items mentioned in the RFP. Also, Bank may ask for staggered delivery of some of the network equipment mentioned in the RFP. Details of the same would be shared with the successful Bidder at a later stage.
- Bidder shall provide the details of each individual proposed equipment along with the Hardware & Software proposed, in Appendix 1 Form B 01 – Bill of Materials
- Bidder is required to supply, deliver and install Server Load Balancer for Web layer as and when required within the contract period and same will be intimated to the successful Bidder by the Bank.
- The Bidder should ensure supply, delivery and installation of Network Proxy equipment in March, 2019.
- Bidder is also required to carry out activities given in the following table:

Sr. No.	Activity	Remarks
1	Physical delivery of network equipment as per Appendix 1 Form B 01 - Bill of Materials	Bidder has to supply and deliver the network equipment mentioned in Appendix 1 Form B 01 - Bill of Materials at the Bank's site.
2	Installation & configuration of network equipment to suit the requirements.	Bidder is required to install and configure the equipment provided by the OEM/s. Thus, Bidder is required to unpack, assemble, mount and boot the equipment and install the necessary service packs, patches, and fixes to the Operating System, set up and configure the equipment. Compatibility issues of sub-systems with OS, respective drivers, firmware, any other cards to be installed, if required, are to be resolved by Bidder.

		Bidder should supply and install the network equipment and existing System Integrator will configure. Post installation of equipment by Bidder, Bank's existing System Integrator and the Bank will conduct the acceptance test and verify that the installation complies to the configuration and relevant setting provided by the Bank's existing System Integrator
4	Provide warranty and AMC/ATS support for the tenure of the contract	Bidder will be responsible to provide onsite comprehensive warranty and back-to-back support from the OEM to meet the Service Levels defined in this RFP till the currency of the Contract.

Table-2.1: General Scope of Work

- Bidder should also take adequate care to avoid quoting network equipment going End-of-sale within 24 months of date of supply of the equipment to the Bank and network equipment going End-of-support during the tenure of the contract.
- Bidder should ensure that proposed network equipment should not go end-of-life within 7 years from the date of delivery of the device/s, the same responsibility shall so survive even after termination or expiry of the Contract
- The Bidder is required to supply, install, configure and provide subsequent comprehensive on-site warranty/AMC/ATS of the network equipment based on the Bill of Materials shared by the Bank and also the solutions (Hardware, Software, etc.) proposed. The delivery plan must be synchronized with the project delivery timelines of the Bank. (Refer section 1.4 of this document for Project Delivery timelines)
- The Bank expects to protect the investment already made on the network equipment. The Bidder is required to buy back this equipment and detail out the buyback price in their commercial offer. Refer to Appendix 1 Form B 01 for list of Buyback equipment.
- Bidder is also required to provide resources that may be required for the successful completion of the entire assignment within the quoted cost to the Bank.
- The network equipment should be provided with 3 years of on-site comprehensive warranty which will start from the date of acceptance of network equipment. Subsequently, Bidder shall provide the AMC/ATS/warranty support for the remaining period of contract, post warranty period. Bidder is required to co-ordinate with Bank's existing System Integrator for Facilities Management Services throughout the tenure of the contract.
- Integrity Pact – Each Participating Bidder/s shall submit duly stamped Integrity Pact, as per the attached Annexure 10, on stamp paper of INR 500. Integrity pact should be submitted by all the participating Bidder at the time of submission of Bid documents or as per satisfaction of the Bank. Non – submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground for disqualification to participate in the Bid

process. Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and email ID are as follows:

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

- The task of the IEM 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 IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

2.2 Network Equipment at DC & DRC

The Bidder is required to procure, supply, install and provide AMC for the following solution for the period of contract.

2.3 Next Generation Firewall at DC & DRC

The Bank intends to implement appliance based Next generation Firewall along with management console for detecting and stopping malicious traffic as a preventive control solution. The appliances should be implemented in High Availability at DC, Mumbai and DRC, Hyderabad. The Bidder is required to procure, supply, install and also provide comprehensive onsite warranty & AMC support at Bank's locations as described in Appendix 1 Form B 01 – Bill of Materials. Both the DC and DRC firewalls should be from different OEMs. Refer "Annexure 06" for Minimum Technical Specifications of Next Generation Firewall at DC & DRC.

The Next Generation Firewall should be able to address the key areas including, but not limited to:

- Procure, supply, install and configure appliance based Next Generation Firewalls with provisioning of version upgrades/patches
- As a part of installation of the proposed appliance, the Bidder has to provide support to the Banks System integrator for migrating the policies and configuring the existing Firewalls
- Bidder needs to ensure the performance tuning such that the solution operates as per Bank's requirement in the production environment
- Configuration and integration of firewalls in Active-Passive High Availability (HA) mode with existing LAN/WAN
- Integration with SIEM for monitoring of the logs generated by the Firewall
- The Next Generation Firewall should have all necessary Firewall Analyzer functionalities
- Bidder shall be responsible for end-to-end migration from existing Firewalls to newly supplied Next Generation Firewalls i.e. Configuration, De-duplication, Rules Migration etc.
- The successful Bidder has to suggest and implement new policies; configuration should be in line with the standard best practices in the Banking environment

- Bidder shall prepare and submit detailed architectural layout, management & monitoring framework design vetted by the OEM of which the equipment is offered
- Proposed Next Generation Firewall should have the capabilities of AD integration

2.4 Server Load Balancer with WAF

The existing Internet Banking Server Load Balancer at DC & DRC is nearing End of Support. The Bank intends to deploy the load balancer with WAF at DC & DRC for all internet facing applications like Internet Banking, Website etc. Bidder is required to procure, supply, install and provide comprehensive onsite warranty & AMC support for the Internet Banking server, Load Balancer with WAF at DC & DRC as described in Appendix 1 Form B 01 – Bill of Materials. Refer “Annexure 6” for Minimum Technical specifications of Internet-facing Server Load Balancer with WAF.

Server Load Balancer with WAF should be integrated with SIEM. Bidder is required to provide necessary information and extend support to the existing SIEM Bidder, if required, for integration.

2.5 Web Application Firewall (WAF)

The Bank intends to implement Web Application Firewall in DC & DRC. The Bidder is required to procure, supply, install, configure and provide comprehensive onsite warranty & AMC support as described in Appendix 1 Form B 01 – Bill of Materials. Refer “Annexure 6” for Minimum Technical specifications of the WAF.

Proposed WAF should be integrated with SIEM. Bidder is required to provide necessary information and extend support to the SIEM vendor, for integration.

2.6 Server Load Balancer for Web Servers

Bank intends to implement Server Load Balancer for web servers in DC & DRC. Bidder is required to procure, supply, install, configure and provide comprehensive onsite warranty & AMC support as described in Appendix 1 Form B 01 – Bill of Materials. Refer “Annexure 6” for Minimum Technical specifications of Server Load Balancer for Web Servers.

2.7 Server Load Balancer for CBS Application Servers

The Bank intends to implement Server Load Balancer for application servers in DC & DRC. Bidder is required to procure, supply, install, configure and provide comprehensive onsite warranty & AMC support as described in Appendix 1 Form B 01 – Bill of Materials. Refer “Annexure 6” for Minimum Technical Specifications of the Server Load Balancer for Application Server.

2.8 Top of the Rack Switches

The Bank intends to implement Top of the Rack switches in DC & DRC which would be capable of terminating 1GE/10GE connectivity for servers. Bidder is required to procure, supply, install, configure and provide comprehensive onsite warranty & AMC support for the period of contract as described in Appendix 1 Form B 01 – Bill of Materials. Refer “Annexure 6” for Minimum Technical Specifications of the Top of the Rack Switches.

2.9 Net Flow Analyzer

The Bank intends to procure an appliance based network traffic analyzer in DC & DRC. Bidder is required to procure, supply, install, configure and provide comprehensive onsite warranty & AMC support as described in Appendix 1 Form B 01 – Bill of Materials. Refer “Annexure 6” for Minimum Technical Specifications of Net Flow Analyzer.

Also, proposed equipment should be integrated with SIEM. Bidder is required to provide necessary information and extend support to the SIEM vendor for integration.

2.10 Firewall at 3rd Party Locations

The Bank intends to procure and implement firewall for secure extranet connectivity at different locations across India. Bidder is required to procure, supply, install, configure and provide comprehensive onsite warranty & AMC support for the period of contract as described in Appendix 1 Form B 01 – Bill of Materials. Refer “Annexure 6” for Minimum Technical Specifications of Firewall at 3rd Party Locations. Bidder is required to install firewall for 3rd Party locations at 6 locations as mentioned in Appendix 1 Form B 01 – Bill of Materials. Details of these locations would be shared by the Bank with the successful Bidder.

2.11 Network Proxy at DC and DRC with Management Console

The existing Network proxy at the DC and DRC is nearing End of Support. Hence, the Bank intends to replace Network proxy in DC & DRC. Bidder is required to procure, supply, install, configure and provide comprehensive onsite warranty & AMC support for the period of contract as described in Appendix 1 Form B 01 – Bill of Materials. Refer “Annexure 6” for Minimum Technical Specifications of the Network proxy.

2.12 Server Load Balancer for Data Archival Servers

Bank intends to implement Server Load Balancer for data archival servers in DC & DRC. Bidder is required to procure, supply, install, configure and provide comprehensive onsite warranty & AMC support as described in Appendix 1 Form B 01 – Bill of Materials. Refer “Annexure 6” for Minimum Technical Specifications of Server Load Balancer for data archival servers.

2.13 General Responsibility of the Bidder

Delivery, Installation and Maintenance

- Bidder should coordinate with the respective SPOC (DC/DR/Near Site) for all the assignments relating to this particular RFP
- Bidder is responsible for delivery, transportation, transit insurance – including insurance till installation acceptance by the Bank, unpack, racking and stacking, installation and configuration of network equipment at DC, DRC and Central Office and other locations Bidder should also be responsible for acceptance testing, documentation, warranty, annual maintenance.
- The Bidder to do Power on self-test, basic configurations and provide required support to the Banks existing System Integrator migration of data from existing policies to the newly configured network equipment.
- Any delay in installation of the new network equipment for whatsoever reasons should not entail in expiry of insurance and the same should be continued and extended up to the date of installation and acceptance of the delivered network equipment and its associated licenses by the Bank.
- Bidder should be responsible for installation and commissioning and other related activities such as unpacking, uncrating, post-delivery inspection etc.
- During installation, Bidder should check physical availability of items as per the packing list. If any of the items are not delivered / not as per the specification / damaged etc., Bidders' representative/s at the site shall take immediate steps and ensure all the items are delivered so that the installation doesn't get hampered. Bidder shall have to arrange for all testing equipment and tools required for installation, maintenance, and also arrange the vehicle for transport at no additional cost to the Bank.
- In case of damage of the property owned / leased by the Bank during network equipment delivery and installation which is attributable to Bidder, Bidder has to replace the damaged property at no cost to the Bank.
- Bidder shall ensure compatibility of to-be supplied network equipment and licenses with the hardware and software systems being used in the Bank.
- Bidder shall adhere to the service level specified in the RFP for the installation of network equipment supplied by them.
- Bidder shall conduct preventive maintenance (including, but not limited to, inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of equipment and necessary repairing of equipment) at specified intervals as may be necessary from time to time to ensure that the equipment is in effective running condition so as to ensure trouble free functioning.
- Bidder shall provide replacement component, if any component is required to be taken out of the premises for repairs
- Bidder has to ensure that on call OEM support can be made available within one hour during the tenure of the contract

- Bidder shall document the migration plan(s) and design using the validated data collected during discovery process, including definition of the migration methodology to be employed
- Bidder should ensure Knowledge Transfer to the Bank throughout delivery of the service, which should include detailed overview of the implementation and configuration parameters and features and functionality of the proposed network equipment
- Bidder should buyback existing network and security appliances “as is where is” basis and purchase price of these items once accepted by the Bank cannot be withdrawn by the Bidder.
- It should be Bidder’s responsibility to collect the buyback items, from Bank’s offices location and Bank will not provide any transportation expenses towards this.
- It would be Bidder’s responsibility to ensure safe disposal of e-waste as per Hazardous Waste (management and handling) Rules 1989 and 2008, without imposing any liability to Bank, comprising discarded Hardware/ electrical/ electronic equipment/components taken under buyback.

SLA compliance

Bidder shall ensure compliance with SLAs as defined in the RFP.

2.14 Service Level Agreements

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

System Availability

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

- Performance for availability service level default would be measured on monthly basis.
- “Scheduled operation time” means the scheduled operating hours of the system for the year. All planned downtime on the system would be deducted from the total operation time for the year to give the scheduled operation time.
- “System downtime” subject to the SLA mentioned in this RFP, means accumulated time during which the system is totally in-operable due to in-scope system or infrastructure failure, and measured from the time the Bank and / or its customers log a call with Bidder’s help desk of the failure or the failure is known to Bidder from the availability measurement tools to the time when the system is returned to proper operation.
- Since all the components in DC and DRC are critical; they need to be monitored on a 24*7*365 basis.
- Response may be telephonic or onsite depending on the criticality.

- If any one or more of the proposed components at the DC and DRC are down resulting in non-availability of the Bank network equipment, then downtime will be calculated as mentioned in the below section.

Service Level Default

- Service Levels will be measured on a monthly basis
- Monthly expected minimum service level is 99.95%
- Availability Service Level Default will occur when Bidder fails to comply with minimum service level of 99.95% as measured on a monthly basis.
- Bidder shall resolve the issue/problem within 24 hours from the time of reporting, if any at DC, DRC and other locations of the Bank which are part of this RFP. Bidder shall ensure delivery of any replacement/repair of damaged part or equipment within 24 hours from the time of reporting without any cost to the Bank. Bidder shall provide 24x7 service support by deputing their engineer as and when required. However, in such a scenario, SLA shall be applicable as mentioned in this document.
- Bidder's performance on Availability Service Level will be assessed against Minimum Expected Service Level requirement of 99.95% on monthly basis.
- Penalties associated with availability service levels are as outlined below:

Monthly System Availability of Network Infrastructure (A)	Measurement Tools	% payout of Product + AMC/ATS till date + Cost
98%<A<99.95%	EMS	2%
97%<A<98%	EMS	4%
96%<A<97%	EMS	6%
95%<A<96%	EMS	8%
Below 95%	EMS	10%

Table-2.2: Penalty for Availability Service Level Default

- If one of the network components in HA mode fails in HA environment, while other is working with no impact on the availability of the DC IT infrastructure and service levels, in such a case penalty shall be levied on the failed component. The failed component in HA mode should be replaced within 24 hours of the failure. If Bidder fails to meet the timeline, the Bank shall levy a penalty at the rate of 1% of the monthly Network Product and Services Cost [Total Product & Service cost including Product cost (with 3 years warranty) + Implementation cost + AMC/ATS cost (for 2 Years)] / 60, for every 2 hours of delay thereof, on the failed component.
- If both the network components fail in HA mode, the Bank shall levy penalty on Bidder for the service levels defaults, basis the service levels requirement mentioned in this document.

- For three (3) downtime occurrences within a stipulated time window of a calendar month, a sum equivalent to 1% of the product cost of the respective product would be levied as a penalty. This would be over and above the monthly service level default penalty.

Penalty Computation

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

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

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

Example:

Scenario	Result
The achieved availability of Network Infrastructure has been measured to be 98% in a particular assessment month.	The expected Availability service level for Network Infrastructure is 99.95%. The achieved service level in the assessment month was calculated to be 98% <u>Cost Reference for 5 year tenure</u> Network equipment cost = INR 1 crores (approximately) Network equipment AMC cost (till date) = INR 30,00,000 (approximately) Total cost of product and services for a Network equipment = 1,30,00,000 As per table 2-2, for Availability Service level default of more than 99.5% and less than 98%, a penalty of 2% would be levied of the total cost of products and services calculated above. Thus, 2% of 1,30,00,000 i.e. INR 2,60,000.

Incident Matrix

Incident to be Reported within (If unresolved)	Escalation Hierarchy
2 hour	Support Engineer & IT Engineer of the BANK

4 hours	Chief Manager DC (Bank)
8 hours	Assistant General Manager (IT) & Chief Manager IT
> 16 hours	General Manager (IT) AGM (IT)
> 24 hours	General Manager committee & General Manager (IT)
> 36 hours	Executive Director and General Manager (IT)
>48 hours	Chairman & Managing Director and Executive Director

3. Terms and Conditions

3.1 General

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

The Bank expects the Bidder to adhere to the terms of this RFP and would not accept any deviations to the same. If the Bidder has genuine issues only then should it may provide the nature of non-compliance to the same in the format provided. The Bank reserves its right to not accept such deviations to the tender terms.

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

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

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

3.2 Two Bid System

Separate Sealed Envelopes Containing Technical Proposal (Technical Bid) and Commercial Proposals (Commercial Bid) should be clearly super scribed as "Technical Bid – RFP for supply, Installation and Management of Network Equipment" and "Commercial Bid – RFP for supply, Installation and Management of Network Equipment" respectively and should be addressed to and submitted at: -

Chief Manager, Central Bank of India,

1st Floor, Plot No. 26, Sector – 11

CBD Belapur, Navi Mumbai – 400 614

One hard copy and one soft copy on compact disk, of the Technical Bid and One Copy of the Commercial Bid must be submitted at the same time, giving full particulars in separate sealed envelopes at the Bank's address given below on or before the schedule given above. All envelopes should be securely sealed and stamped. The sealed envelope containing Commercial Bid must be submitted separately to the Bank.

All the envelopes must be super scribed with the following information:

- Type of Offer- (Technical Bid, Commercial Bid) RFP for Supply, Implementation and Management of Network Equipment.
- Tender Reference Number
- Due Date
- Name of Bidder
- Name of the Authorized Person

All schedules, Formats and Annexure should be stamped and signed by an authorized official of the Bidder's company. The Bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the Bidder's company.

Envelope – I (Technical Bid)

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

- “Bidder's Information” format along with supporting documents.

The Technical bid should not contain any price information. The TECHNICAL BID should be complete to indicate that all network equipment and services asked for, are quoted and should give all required information. A Xerox copy of original commercial offer with prices duly masked be submitted along with the Technical Bid.

Envelop- II (Commercial Bid)

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

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

Envelope III (EMD Amount)

This envelope should contain the demand draft / Bank Guarantee for One crore only towards EMD favoring “Central Bank of India payable at Mumbai.

These three envelopes containing the Technical bids, Commercial bid and EMD amount should be separately submitted. Please note that any envelope containing both technical and commercial bid will be rejected. However, all the three separate envelopes should be submitted in a single large envelope:

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

3.3 Date of Submission

The proposal should be prepared in English and should reach the Bank on or before date and time mentioned in schedule of event. The proposals received later than the scheduled date and time will not be accepted. The e-mail address and phone/fax numbers of the Bidder should also be indicated on the sealed cover. The details in both the Bids should be exactly as stipulated, otherwise the offer is liable to be rejected.

3.4 Liabilities of Bank

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

3.5 Rules for corresponding to this RFP

- Last date for submission of the response to the RFP would be as mentioned in section 1.5 Schedule of events.
- All responses should be in English language. All responses by the Bidder to this RFP shall be binding on such Bidder for a period of 120 days after deadline for submission.
- All responses including commercial and technical bids would be deemed irrevocable offers/proposals from the Bidder and may if accepted by the Bank form part of the final contract between the Bank and the selected Bidder. Bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- Any technical or commercial offer, submitted cannot be withdrawn / modified after the last date & time for submission of the bids unless specifically permitted by the Bank.
- The Bidder may modify or withdraw its offer after submission, provided that, the Bank, and prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.
- The Bidder is required to quote for all the components mentioned in the Scope of Work in this document. In case the Bidder does not quote for any of the components, the response would be deemed to include the quote for such unquoted components. It is mandatory to submit the compliance details in the formats in Appendix 1 Form B 01 – Bill of Materials provided along with this document duly filled in, along with the Technical offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- In the event the Bidder has not quoted for any mandatory items as required by the Bank and forming a part of the RFP circulated to the Bidder and responded to by the Bidder, the same will be deemed to be provided by the Bidder at no extra cost to the Bank.

- The Bank ascertains and concludes that everything as mentioned in the RFPs circulated to the Bidder and responded by the Bidder has been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for any items or service that is required under this RFP.
- All out of pocket expenses, travelling, boarding and lodging expenses for the entire life of the contract should be a part of the commercial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- The selected Bidder cannot excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, period for supply, installation, configuration and maintenance of network equipment as mentioned in the this RFP circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in the RFP.

3.6 Proposal Process Management

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

3.7 Date of Bid Expiration

Proposals must be valid for a minimum of 120 days after deadline for submission. Responses must clearly state the validity of the bid and its explicit expiration date.

3.8 Bidder Indication of Authorization to Bid

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

3.9 RFP Ownership

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

3.10 Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder, shall become the property of Central Bank of India.

3.11 Bid Pricing Information

By submitting a signed bid, the Bidder certifies that:

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

3.12 Bidder Status

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

3.13 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be

treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Successful Bidder.

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

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

- Relates to the Disclosing Party; and
- 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 that may be shared by the Bank with the Bidder.
- “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.
- Information disclosed pursuant to this clause will be subject to confidentiality. Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.
- The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
- Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly

involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and

- Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - ✓ Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - ✓ To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - ✓ So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - ✓ To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- The restrictions in the preceding clause shall not apply to:
 - ✓ Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - ✓ Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
 - ✓ The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

- ✓ The confidentiality obligations shall survive the expiry or termination of the agreement between the SI and the Bank.

3.14 Bid Security

The Bidder is required to submit an interest free deposit of INR One crore towards bid security amount (EMD) by way of a Demand Draft or Bank Guarantee issued by a Nationalized / PSU Bank/ Scheduled commercial Bank, in favor of “CENTRAL BANK OF INDIA” as a part of the proposal.

The said bid security amount (EMD) will be forfeited, if the Bidder withdraws his proposal during the period of the proposal validity; or if the Bidder, having been notified of the acceptance of its proposal by the purchaser during the period of validity of the proposal fails or refuses to execute the contract in accordance with the RFP.

The Demand Draft towards bid security amount (EMD) of the unsuccessful Bidder(s) will be returned in due course after completion of tendering process. It shall be sole responsibility of the participating Bidder to make EMD amount claim well in time. Bank shall not be responsible for any delay or payable of interest pertains to return of EMD.

However the EMD of successful Bidder will be returned after submission of Performance Bank Guarantee (PBG) as per terms of the agreement

3.15 Disclaimer

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

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

3.16 Right to Reject

Central Bank of India reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons thereof.

Bank reserves the right, to waive or modify any formalities, irregularities, or inconsistencies in the bid, which does not prejudice or affect the relative ranking of any Bidder, which shall be binding on all Bidders.

3.17 Price Bid

- The Bidder is requested to quote in Indian Rupees ('INR'). Bid in currencies other than INR would not be considered.
- The prices and other terms offered by Bidder must be firm for an acceptance period of 120 days after deadline for submission.
- The prices quoted by the Bidder shall be inclusive of all costs such as excise and custom duties, installation, insurance etc. which would be incurred by the concerned bidder, except for GST applicable that will be paid on actuals. The prices quoted will also include transportation to respective sites, insurance until installation acceptance of equipment at the Bank's site. The equipment would be supplied and delivered at the Bank's premises
- In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. up-to the date of invoice, the benefit or burden of the same shall be passed on or adjusted to the Bank. The Bidder shall provide necessary documentary proof for the same. The Bank on production of relative payment receipts / documents will pay GST if any. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
- Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the Bidder". Bidder should ensure that the project should not suffer for any reason.
- **Commercials:**
 - ✓ The Bank will consider the Total Cost of Ownership (TCO) over a five-year period. The total cost of ownership will exclude GST.
 - ✓ Bidder is expected to maintain the network equipment supplied and commences the Warranty from the date of installation acceptance of such equipment by the Bank. The hardware cost shall be inclusive of 3 years warranty. The Bidder will be in a position to continue to provide AMC services as proposed to the Bank for the fourth and fifth year on the sole discretion of the Approval granted by the Bank. The Bank in this regard shall take a decision based on the Bidder's performance.
 - ✓ Comprehensive annual maintenance charges must be quoted, on yearly basis, after taking due consideration for the warranty period.
 - ✓ Bank will pay post warranty AMC charges at rates not exceeding the original rates quoted for the AMC in reply to this RFP on the cost of the hardware and related software provided by the Bidder, if the Bank opts for the same.

- ✓ The Bank has no obligation to accept the post warranty AMC services and the decision on the same would be taken towards the end of the warranty period;
- ✓ Bank has no obligation to by the product & services mentioned as optional in commercial. However, such cost will be added in the TCO calculation.
- ✓ While the Bank will summarily reject the equipment of a lower configuration than those mentioned in the Technical specifications, the Bank would accept equipment of higher configuration after a price evaluation of such higher configuration to ensure that there is no adverse price impact and any advantage of a lower price in such cases is passed on to the Bank. The Bidder is not entitled to a longer period for delivery on the pretext of seeking approval from the Bank for a higher configuration or enhancement;
- ✓ The insurance shall be for an amount equal to 110% of the total value of equipment on "all risks" basis, including war risks and theft and robbery and flood clauses, valid for a period up to delivery, supervision of commissioning and acceptance of the equipment the Bank; and
- ✓ The Price offer shall be on a fixed price basis. The rate quoted by the Bidder should necessarily include the following:
 - Cost of the equipment
 - Minimum of three years comprehensive Product warranty covering all parts, including adapters, chords etc., service, visits to the Bank DC, DRC, Branches & CO etc. In the event any of the hardware/components supplied by the Bidder reaches End of Support during the contract period, the Bidder shall replace the hardware/component at no extra cost to the Bank. Such replaced hardware/component should be acceptable to the Bank.
 - Installation Cost
 - Transportation, forwarding and freight charges of all equipment to the site;
 - Comprehensive Insurance to cover equipment during transit period and until installation and acceptance of equipment by the Bank the equipment shall be fully insured in Indian Rupees (INR) naming the Bank as the beneficiary and additional insured. In case any loss or damage occurs, the Bidder should be responsible for initiating and pursuing claims and settlement and also make arrangements for repair and/or replacements of any damaged item/s;
 - All taxes, duties and levies of whatsoever nature excepting GST if any;
 - Services, which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
 - The Bidder must provide and quote for all products and services as desired by the Bank as mentioned in this RFP.
 - In case there is a variation between numbers and words, the value mentioned in words would be considered.
 - The Bidder needs to provide Unit costs would be provided for components and services; unit rates would be considered for the TCO purposes.

3.18 Changes to the RFP

- The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums, as it deems necessary at its sole discretion. The Bank will inform the Bidder about changes, if any before the commercial bids are opened
- The Bank may revise any part of the RFP, by providing an addendum to the Bidder at stage until commercial bids are opened. The Bank reserves the right to issue revisions to this RFP at any time before the opening of the commercial bid.
- The Bank reserves the right to extend the dates for submission of responses to this document.
- Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All queries/questions are to be submitted to the contact & address mentioned in section 1.5 and should be received by the point of contact not later than the time and date mentioned in section 1.5 Schedule of events. Responses to inquiries and any other corrections and amendments will be distributed to the Bidder by fax or in electronic mail format or hardcopy letter, at the sole discretion of the Bank.
- Preliminary Scrutiny – The Bank will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank at its discretion, may waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on the Bidder and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.
- Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, the Bank may, at its discretion, ask the Bidder for clarification of their offer. The Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.
- The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- Erasures or Alterations – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- Pricing – It is essential for the Bidder to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, Bank reserves the right to initiate the tendering process again through Limited or Open tender for any Network equipment.
- Right to Alter Quantities – The Bank reserves the right to alter the requirements specified in the tender. The Bank also reserves the right to delete or increase one or more items

from the list of items specified in the tender. The Bank will inform the Bidder about changes, if any. In the event of any alteration in the quantities, the price quoted by the Bidder against the item would be considered for such alteration. The Bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by Bank for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period, the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by the Bank in the event the market prices / rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to the Bank within the contract period.

- Details of Sub-contracts, as applicable – If required by the Bank, Bidder 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 RFP 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 for its employees and sub-contractors.
- No hardware will be accepted as complete if any part of hardware, related software, components etc. are not delivered free of any additional cost to the Bank. In such an event, the supply will be termed Incomplete and will not be accepted and warranty period will not commence besides Bank's right to invoke the penalties which will be prescribed in the contract.
- There will be an acceptance test conducted by the Bank or its nominated consultants after installation of the systems. In case of discrepancy in hardware or related software supplied are not matching the Bill of Materials or technical proposal submitted by the Bidder in their technical bid, the Bidder shall be given 3 weeks' time to correct the discrepancy post which Bank reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of the Bank and / or its consultants. The warranty for the equipment (including software and hardware provided by the Bidder pursuant to this Agreement) will commence after acceptance testing. The tests will involve trouble-free operation of the complete system during UAT apart from physical verification and testing. There shall not be any additional charges for carrying out this acceptance test. The Bank will take over the system on successful completion of the above acceptance test. The Installation cum Acceptance Test & Check certificates jointly signed by Bidder's representative and Bank's official or any consultant / auditor appointed by the Bank should be received at along with invoice etc. for scrutiny before taking up the request for consideration of payment.
- The Head Office of the Bank is floating this RFP. However, the Bidder(s) getting the contracts shall deliver and install the equipment, procured through this RFP, at the Bank's DC, DRC and Near Site or at such centers as the Bank may deem fit and the changes, if any, in the locations will be intimated to the Bidder.

- The Bank shall inform the Bidder all breaches and claims of indemnification and shall grant the Bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Bidder). The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.

In respect of demands levied by the Bank on the Bidder towards breaches, claims, etc. the Bank shall provide the Bidder with details of such demand levied by the Bank.

For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., “claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors”.

However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc., that the Bidder is expected to provide as per the RFP.

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

- The Bidder’s representative and local office at Mumbai will be the contact point for the Bank. The delivery status of equipment should be reported on a weekly basis.
- Bidder should ensure that the hardware delivered to the Bank including all components and attachments are brand new. In case of software supplied with the system, the Bidder should ensure that the same is licensed and legally obtained with valid documentation made available to the Bank.
- The Bidder shall procure in the name of the Bank any user specific software licenses for the Bank based on number of CPU’s at the Data Centre and Disaster Recovery Centre and users at the Bank branches and offices as the case may be. Bidder shall also provide other licenses for applications, operating system as required by the Bank to successfully utilize the solution. The Bidder shall provide the licenses for all software being a part of supply of software to the Bank.
- Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 and Information Technology Act 2000 in respect of all the hardware, software and equipment or other systems supplied by them to the Bank from whatsoever source, provided however, (i) the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim (ii) the Bidder has sole control of the 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 (vi) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Bank is required by any authority/regulator to make a

comment/statement/representation. Indemnity would be limited to court awarded 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.

- Manufacturer's Authorization Form – The Bidder should furnish a letter from original equipment manufacturer in the format provided in Appendix 2 Form A 04 - Manufacturer Authorization provided along with this RFP,
- Technical Inspection and Performance Evaluation - The Bank may choose to carry out a technical inspection/audit and performance evaluation of products offered by the Bidder. The Bidder would permit the Bank or any person / persons appointed by the Bank to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances, the same would be reimbursed to the Bidder by the Bank.
- Over the course of the contract there could be newer technologies that are being implemented by the OEMs, in such a case, during the tenure of the contract, the Bank shall have the right to negotiate the price, in case it wishes to procure a newer version of the product stated as this RFP.

3.19 Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

3.20 Awards of Contract

- The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest commercial Bid.
- The Bank reserves the right at the time of award of contract to increase or decrease of the quantity of goods or services or change in location where equipment are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

3.21 Confidentiality Agreement

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

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

3.22 Other General Conditions

- All responses received after the due date/time would be considered late and would be rejected.
- All responses by the Bidders to this RFP document shall be binding on such Bidders for a period of 120 days after deadline for submission.
- Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the bank.
- Bank reserve the absolute right to reject the offer if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.
- Any technical or commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids.
- Each offer should specify only a single solution which is cost effective and meet the tender specifications and should not include any alternatives.
- The Bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting or arranging Product Walk through and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- The Bidder shall also indemnify Bank against all third party claims of Intellectual Property Rights infringement such as Patent, Trademark, Copy Right or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, ask some or all Bidders for clarification of their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights, arising from the use of the Goods or any part thereof in India, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer's fees. Bank will give notice to the Bidder of such claims, if it is made, without delay by fax/email/registered post etc.
- The Bidder and the Bank should execute:
 - ✓ **Service Level Agreement:** This would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank.
 - ✓ **SLA Schedule mentioned in this RFP**

- ✓ **Bidder** shall provide personnel support during warranty period.
- ✓ **Non-Disclosure Agreement as Refer to Appendix 2 Form A 07.**
- ✓ The Bidder should execute the SLA and NDA as per format of the bank within one month from the date of acceptance of Letter of Appointment.

3.23 Contract Commitment

The Bank intends that the contract, which is contemplated herein with the Bidder, shall be for a period of five years. However, the extension of the AMC post warranty period will be at the sole discretion of the Bank.

The Bidder will continue to provide AMC services to the Bank for the fourth and fifth year on the sole discretion of the Approval granted by the Bank. The Bank in this regard shall continue with the Bidder services based on their satisfaction of the Bidder's performance.

3.24 Ownership and grant of licenses, Patent Rights / Intellectual Property Rights

a) Ownership and grant of licenses

1. The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual and irrevocable (provided that the license shall be revocable only in the event of established and proven infringement of the intellectual property rights of the Software by the bank) license to the Bank for all the equipment including Software to be provided as a part of the Project. The equipment including Software can be used at any of the Branches without restriction, but subject to the term and conditions of this Agreement and the Equipment/Software shall be assignable/transferable to any successor entity of the Bank Provided however that with respect to the enterprise wide licenses to be utilized for the CBS (Core banking Solution), in addition to the rights of Bank's contained in this Clause and the rights contained elsewhere in this RFP/ Agreement, the following shall be applicable:
 - a) Such license shall be transferable/assignable to any entity formed through the inter-se merger of the bank at no additional cost to the Bank subject to applicable law.
 - b) Such licenses shall be expandable to all the (current and future) Branches of the Bank at no additional cost to the Bank.
 - c) Such licenses shall be transferable/assignable/applicable to all the banks acquired by the Bank (Central Bank of India) at no additional cost to the Bank provided that such banks continue to be sponsored by the Bank.
 - d) Such licenses shall be transferable/assignable/applicable to the resultant entity in the event of the merger of the Bank, provided however that the resultant entity shall be entitled to utilize such licenses only for such number of Branches of the as it stood on the date such amalgamation/ restructuring is completed and taken effect.

Notwithstanding the above, it is hereby agreed that any use of the Hardware/Software under this RFP/Agreement, by the Bidder of the Bank would be considered as the

permitted use under this RFP/Agreement. However, such Bidder will not possess any licensing or sub licensing rights of the Hardware/Software and shall only have the right of permitted and limited use of the Hardware/Software to provide services to Bank.

2. The license granted in terms of above mentioned shall specifically include right:
 - a. To Use:
 - To use the executable code version of the Software and all Enhancements, Updates and new versions made available from time to time to bank without any additional cost
 - To use the Program Documentation for purposes of installing or operating the programs and supporting the use of the Software by the Bank;
 - To use the technical Training Materials for purposes of supporting users
 - b. To Copy:
 - To copy the Software that operates on server systems to support the users of the Bank
 - To make additional copies of the Program Material for archival, emergency back-up
 - Testing, or disaster recovery purposes; and
 - To copy the Program Documentation to support its users
 - c. To work as interface:
 - To work with other application software packages at the Bank as interface;
 - To allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Bidder free of any additional license charge or fees or expenses.
 - d. Delivery:
 - The Bidder at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Bidder, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Bidder, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The operational manual shall be provided by the Bidder under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executable and required run-time files shall be on compact disc or on any such media as desired by the Bank as may be applicable.
3. The ownership of all rights, title and interest, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof

and enhancements thereto, hardware and documentation are and will have to at all times remain with the Bidder or its Licensors and be the sole and exclusive property of the Bidder or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent contract will have to be construed as conveying by the Bidder or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein will have to be construed to preclude the Bidder from owning, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software. If Bidder generate any material (software or any work subject of intellectual property right) specifically for the Bank due to valuable resources capitalized in this respect, shall always be property of the Bank.

b) 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 Bidder shall be required to, at no further expense, charge, fees or costs to the Bank
 - a) obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Agreement and the license agreement; or
 - b) modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or
 - c) replace the equipment with a compatible, functionally equivalent and non-infringing product; or
 - d) 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
- e) Notwithstanding the provisions of Clause (b) under this article, the Bidder is the prime Bidder for purposes of all deliverables and services, with the single-point responsibility for the same. The Bidder acknowledges that should the Software provided by the Bidder be infringing of any third party rights, it would have a serious business impact on the business of the Bank. Therefore, the Bidder shall completely be responsible for any infringement actions brought against the Bank even if the Bank would have used the deliverables before the infringement was noticed, legally each such use constituting infringement and the Bidder shall be in breach of the Bidder's warranty and obligation under this Agreement.

3.25 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.

3.26 Acceptance Certificate

On successful completion of acceptance testing i.e. receipt of deliverables, installation & configuration of the hardware/software etc. and the Bank is satisfied with the working on the system. The acceptance certificate will be jointly prepared with the selected Bidder at the time of the execution of the project.

The date on which the Bank signs such certificate shall be deemed the date of acceptance of the system and the Warranty of the system starts from that date.

3.27 Compliance with Laws

Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify 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 tender 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.

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, 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 from 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 the Bidder.

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 supplier/ Bidder 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 up to 10% of the value of supplier. This indemnification is only a remedy for the Bank. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

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.

3.28 Assignment

The Bank may assign the hardware and related software 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 AMC services to any of the sub-contractors, at its sole option, upon the occurrence of any 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 those 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.

3.29 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.

The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount Equal to 110% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises.

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

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

3.30 Privacy and Security Safeguards

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

- The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- The Bidder hereby agrees that they will preserve the document and data as per retention policy of the Bank or 10 years whichever is maximum.

3.31 Order Cancellation

Bank reserves the right to cancel the contract placed with the selected Bidder and recover expenditure incurred by the Bank under the following circumstances:-

- The Bidder commits a breach of any of the terms and conditions of the RFP
- The Bidder goes into liquidation, voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the security amount as liquidated damages for the delay.
- If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled. In addition to the cancellation of purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the supplier to appropriate the damages and also to black list the supplier from participating in any future RFP or other process of the Bank.

Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills under this contract.

3.32 Indemnity

The 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.

The 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.

The Bidder including its sub-contractor or any of its representative shall indemnify to Bank any loss damage or cost /compensation arising out the breach of the data associated with citizen of any country and the same has penal obligation under that country/union or member country. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out breach of data by service provider including its sub-contractor/s pertains to Citizen or Non-citizen being the customer of the Bank or thereafter, if the same has penal obligation with that country. Service provider/Bidder shall indemnify to the Bank regarding breach of the data associated with citizen of any country during the currency of customer with Bank or thereafter if the same is punishable under that country.

The 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 Hardware/software and since the Bidder would be managing the DC, the Bidder should be responsible for loss/compromise or damage to Bank's data.

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

- Non-compliance of the Bidder with applicable Law/s(Foreign/Indian) / Governmental Requirements
- Intellectual Property Right/s infringement
- Negligence and misconduct of the Bidder, its employees, sub-contractor 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 However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The Bidder shall 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.

Bidder 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.

3.33 Security Configuration, Inspection, Audit, Monitoring & Visitations

Security Configuration

The baseline security configuration of devices and software to be done by the Bidder, 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 Bidder.

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

Right to Inspect, Examine and Audit:

All OEM/Bidder records with respect to any matters / issues covered under the scope of this project 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 Bidder, 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.

Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.

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

- a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the Bidder. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- b) Provide the Bank with right to conduct audits on the Bidder whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the Bidder in conjunction with the services performed for the bank.
- c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the Bidder within a reasonable time. This includes information maintained in paper and electronic formats.
- d) Recognized the right of the reserve bank to cause an inspection to be made of a Bidder of the bank and its books and account by one or more of its officers or employees or other persons.

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

- e) Bidder shall have to comply the Audit finding without any additional cost to the bank. In order to fulfill of the Audit compliance, Bank will communicate finding of the Auditor without delay to avoid any mischievous situation.

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

Visitations

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

3.34 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.

3.35 Information Ownership

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

Any information considered sensitive 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.

3.36 Sensitive Information

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.

3.37 Technological Advancements

The Bidder has to ensure that the equipment supplied are not declared as end of sale for at least 24 months from the date of the submission of the offer. The Bidder also has to ensure that the equipment supplied, as part of this bid are not declared end of support or service for at least 7 years from the date of submission of offer. The Bidder agrees that all parts & spares for the equipment would be made available during the period of the contract. It will be the obligation of the Bidder to provide a minimum of 1-year notice before any equipment is to be declared as end of support or sale. The above said responsibility shall so survive even after termination or expiry of the Contract.

3.38 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. 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.

3.39 Guarantees

The Bidder should guarantee that the software and allied components used to service the Bank are licensed and legal and the application/ software is free from embedded malicious/ fraudulent code. Confirmation/ Undertaking should be submitted to this effect. All hardware and related software must be supplied with their original and complete printed documentation.

3.40 Force Majeure

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

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

If a Force Majeure situation arises, the successful Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within Seven (7) calendar days. Unless otherwise directed by the Bank in writing, the successful Bidder shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period not less than duration of such delay. If the duration of delay continues beyond a period of 30 days, the Bank and the successful Bidder shall hold performance in an endeavor to find a solution to the problem.

Notwithstanding the above, the decision of the Bank shall be final and binding on the Successful Bidder.

3.41 Resolution of Disputes

- The Bank and the supplier /Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.
- If the Bank project director and Bidder project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
- All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.
- If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt,

if sent by courier. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, Bidder will be expected to continue the support 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.

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

3.42 Severability

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

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

In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective; provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original intent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.

3.43 Corrupt and Fraudulent Practices

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

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

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice

among Bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

The Bank reserves the right to declare a bidder 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.

3.44 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.

3.45 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.

3.46 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 change(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. At the unit rates provided for TCO calculations, the Bank has the right to order as much as it wants at those rates.

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 Bank can vary the quantities of components to be procured as part of this tender. This also includes the right to modify the number of branches, extension counters, offices, training centers etc.

3.47 Termination

Termination for Default

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

- a. if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
- b. If the Successful Bidder fails to perform any other obligation(s) under the contract.
- c. If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceed 10% of the contract value.

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

Termination for Insolvency

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

Termination – Key Terms & Conditions

The Bank reserves the right to terminate the agreement with the Bidder /Bidder at any time by giving Thirty (30) days prior written notice to the Bidder.

The Bank shall also be entitled to terminate the agreement at any time by giving notice, if the Bidder

- a. has a winding up order made against it; or
- b. has a receiver appointed over all or substantial assets; or
- c. is or becomes unable to pay its debts as they become due; or
- d. enters into any arrangement or composition with or for the benefit of its creditors; or
- e. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The Bidder shall have right to terminate only in the event of winding up of the Bank. Bank will specify the period for remedying any defect.

Termination for Convenience

The Bank, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

Consequences of Termination

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 Bidder 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 Bidder to take over the obligations of the erstwhile Bidder

in relation to the execution/continued execution of the scope of the Contract.

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 Bidder 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

3.48 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 in delivery of solution beyond the specified period
- Serious discrepancies noted in the solution delivered
- Breaches in the terms and conditions of the Purchase Order/Agreement
- Non satisfactory performance of Bidder during the contract period
- In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages
- Bank shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services during the contract period
- In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder
- The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favorable terms in case such terms are offered in the industry at that time
- Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to supply the equipment's (if required/non-delivered) and provide services to 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 Bidder should perform a reverse transition mechanism to the Bank or its selected Bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 30 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / Bidder nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of Bidders Bank will nominate a System Integrator who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services
- The reverse transition services to be provided by the Bidder shall include the following:
 - The Bidder shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Center Solution.
 - Bidder shall provide adequate documentation thereof.
 - The Bidder shall jointly manage the solution with the bank or designated team for a reasonable period of time
 - The Bidder shall assist the bank in migration of the Solution to another, if desired by the bank.

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.

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

The Supplier 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.

The cost for reverse transition if any should be part of the commercial offer during which the existing Supplier would transfer all knowledge, knowhow and other things necessary for 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.

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.

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

The Supplier 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 reserves its right to terminate the agreement with the Bidder without assigning any reason at any time after serving thirty(30) days prior written notice to the Bidder, at no cost to the Bank .

3.49 Supplier's Integrity and Obligation

The Supplier 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.

Supplier's obligations

- a. The Supplier 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
- b. The Supplier 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 Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated
- c. The Supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors
- d. The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank
- e. The supplier 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
- f. 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
- g. Be responsible for appropriate maintenance of Network Devices procured under this RFP
- h. The Bidder shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated
- i. The Bidder should have a well-documented Business Continuity Plan and Disaster Recovery Plan and also security and control practices

- j. 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
- k. The Bidder shall disclose security breaches if any to the Bank, without any delay
- l. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank
- m. Bidder 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
- n. Bidder 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
- o. Bidder shall submit Integrity Pact, Non-disclosure Agreement and Performance Bank Guarantee as per satisfaction of the Bank
- p. The Bidder should guarantee that the software supplied to the Bank is licensed and legally obtained. Software must be supplied with their original and complete printed documentation
- q. The Bidder should make proper arrangement with respective OEM to ensure that back to back arrangement in place for continuing support for the Project. So that continuity is maintained for the Network Devices procured under this RFP in the event of insolvency, bankruptcy, liquidation, acquisition, windup, amalgamation or termination on default of Bidder
- r. 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
- s. The Bank reserves its right to blacklist to Bidder 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
- t. The Bidder should comply within the specified timeline, the finding of the external or internal Audit including Regulatory/Statutory without any additional cost to the BANK
- u. The Bidder should comply of the Retention policy of the Bank and co-ordinate to preserve the data/documents of bank for minimum 10 years
- v. The service provide should integrate Network Devices procured under this RFP with the core banking solution of the Bank if required by the bank without any additional cost

3.50 Statutory and Regulatory Requirements

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

All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the 5(five) year contract and any future renewal (if occur).

3.51 Project Completion Time

The Bidder shall be responsible for delivery, installation & commissioning of all the equipment ordered at the site and for making them fully operational at no additional charge within 13 weeks of receiving the purchase order. The installation should be done in such a way that it does not affect the normal operations of the Bank in any way.

Appropriate insurance to cover the equipment for the transit period and till the time of its acceptance by Central Bank of India at the respective site is to be taken by the Bidder. At the discretion of Central Bank of India, there will be an acceptance test conducted by the Bidder in presence of Central Bank of India officials and/or its nominated consultants after installation of complete equipment. In case of serious discrepancy in hardware/software supplied, Central Bank of India may cancel the entire purchase order and return the equipment back to the Bidder at Bidder's costs and risks.

3.52 Completeness of Installation

The installation will be deemed as incomplete if any of the component and other necessary accessories and equipment(s) or any documentation/media is not delivered or is delivered but not installed and/or not operational or not acceptable to Central Bank Of India after acceptance testing/examination.

In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The entire site will be accepted after complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 15(fifteen) days.

3.53 Liquidated Damages

- The Bank will consider the inability of the Bidder to deliver or install including integrate the Network or associated equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder . The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to

delay in performance of the obligations (relating to delivery, installation, warranty, maintenance etc.) by the Bidder. Installation will be treated as incomplete in one/all of the following situations:

- Non-delivery of any component or other services mentioned in the order Non-delivery of supporting documentation Delivery/Availability, but no installation of the components and/or software No Integration
- System operational but unsatisfactory to the Bank
- If the Bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract or contract duration, 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 complete contract amount until actual delivery or performance, per week or part thereof (5 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract, invoke of bank guarantee or any other rights as deem fit
- The Bank shall invoke the performance guarantee in case the Bidder fails to discharge their contractual obligations during the period of contract or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. Bidder shall have to submit fresh Performance Bank Guarantee of the same amount as submitted earlier in case PBG is invoked by the Bank

3.54 Bank's Right

The Bank reserves its right to blacklist to concern Bidder 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-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP / Agreement.

3.55 Hardware Warranty

The offer must include a minimum **Three years comprehensive on-site warranty** from the date of installation and acceptance of the system by Central Bank of India. The warranty will start only after acceptance of Installation.

The Bidder has to submit document for back to back agreement with the Hardware OEM (Original Equipment Manufacturer). The Bidder should make proper arrangement with respective OEM to ensure that back to back arrangement in place for continuing support for the entire Project. So that continuity is maintained for project in the event of insolvency, bankruptcy, liquidation, acquisition, windup, amalgamation or termination on default of Bidder. If the OEM provides login username & password for downloading firmware, other software's then the Bidder has to pass on the same to Bank. Bidder shall be fully responsible for the manufacturer's warranty in respect of quality and workmanship of all equipment, accessories etc. covered by the tender. Bidder must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, bidder shall

maintain the systems and repair/replace at the installed site all defective components and upgrade the firmware, at no additional charge to Central Bank of India.

If any of the components are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to Central Bank of India.

3.56 Facility Management

Facility Management Services would be out of scope of the Bidder.

3.57 Performance Bank Guarantee

Performance Bank Guarantee (PBG) obtained from any of the Scheduled Commercial Banks (Other than Central Bank of India) submitted or security deposit made should be valid for a period of 60 months, from the date of acceptance of Purchase order and shall be retained till the completion of contract period. The guarantee should also contain a claim period of three months from the last date of validity. However it should be as per the bank's format as mentioned in Appendix 2 Form A 06.

The PBG (Performance bank guarantee) shall be effective and if required to be extended during the currency / extended time of the contract period.

The Bidder shall be liable for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of non-completion of the project.

The security deposit / bank guarantee will be returned to the Bidder 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 Bidder fails to complete his obligations under the contract. The assessment of performance will be the sole discretions of the bank. The Bank shall be notifying the Bidder in writing before invoking the Bank guarantee.

3.58 Non-Disclosure Agreement

The successful bidder will have to sign a Nondisclosure agreement with the Bank as per the format enclosed as per Appendix 2 Form A 07.

3.59 Independent Contractor

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

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

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

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

3.60 Amendments

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

3.61 Counterparts

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

3.62 Governing Law and Jurisdiction

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

3.63 Survival of Clauses

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

3.64 Change Control Process

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

3.65 Acceptance of Terms & Conditions

The Bidders are participating in the tender process should give an Acceptance Certificate for all the points mentioned in the tender. Otherwise their offers are liable to be rejected. Bank also have right to change the terms and conditions of the contract on the need basis.

3.66 No liability of the Bank towards employees/ agents of Bidder

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

accrued or claimed to have accrued in favor of such employee or agent arising due to such services and /or due to any employees.

4. Format for Technical Offer

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

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

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

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

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

5. Eligibility Criteria

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

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

6. Bidder Evaluation & Methodology

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

1. Technical Bid Evaluation
2. Commercial Bid evaluation

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

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

6.1 Normalization of Bids

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

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

6.2 Eligibility Criteria

Central Bank of India shall scrutinize the Eligibility Bid submitted by the Bidder. A thorough examination of supporting documents to meet each eligibility criteria (Annexure 3) shall be conducted to determine the eligible Bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation.

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

6.3 Technical Evaluation

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

- **Compliance to Bill of Material as in Appendix 1 Form B-01(masked)** – Bidder is expected to provide their ‘compliance’ against each item stated in the Bill of Material; which means the Bidder confirms to the provisioning of the stated product / service and the terms of the RFP and subsequent addendums. Deviation from the compliance requirements may lead to disqualification of the Bidder.
- **Compliance to Technical Specification as in Annexure 6** – Bidder is expected to provide their ‘compliance’ against each item stated in the Annexure 6; which means the Bidder confirms that the proposed solution meets the technical specification mentioned in Annexure 6.
- **The design documentation** – Bidder is expected to provide design documentation for proposed implementation of Network and Security solutions
- **Bidder’s detailed work plan** – Bidder is expected to provide Gant chart in conformity with the stated timelines. Bidder should also share the key profiles and the number of representatives (across OEMs as well) being deployed across implementation and support phase of the project.
- **Presence of service centers** – Presence of Bidder’s service centers in Mumbai, Hyderabad and other locations

Bidders must satisfy following to qualify for Commercial Evaluation.

- *Bidder must provide 100% compliance to the scope requirement as set out in this RFP and to all the line items in Annexure 6 – Minimum Technical Specifications*
- *Bidder must comply with all the line items in Appendix 1- Bill of Materials*

Bidder is required to comply with the requirements stated in this RFP, Annexures and Appendices. If any Bidder's response is found to be non-compliant, then the Bank at its discretion may reject the bid. Hence, only the Bidders compliant with the requirements will be considered for Commercial bid evaluation. Marks provided by the Bank to the Bidder shall be final and binding on the Bidder. No objection/query/justification related to given marks from any Bidder shall be entertained. Decision of Bank in this regard shall be final & binding. It is to be noted that the Bank will disclose final marks only to the technically qualified Bidders.

6.4 Commercial Evaluation

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

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

6.5 Reverse Auction

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

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

Bidders to note that:

- In case there is variation between numbers and words; the value mentioned in words would be considered as final

- Bidder needs to provide unit costs for all components and services; unit rates would be considered for the TCO in case of any discrepancy in the totaling, modifications, addition, correction, etc.
- In the event Bidder has not quoted or has omitted any mandatory product or service required for the solution it shall be deemed that the Bidder shall provide the product or service at no additional cost to the Bank.

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

If a Bidder quoting higher prices, higher by more than 20% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same Bidder may not be called for reverse auction process. If due to such price variation factor, a Bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such situation, the Bank reserves the right to award contract to the L1 Bidder.

6.6 Commercial Bid Evaluation Considerations

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

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

- All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the Bidder
- The Bank shall not incur any liability to the affected Bidder on account of such rejection
- The selected Bidder shall provide revised TCO and the revised break-up of the cost items post reverse auction

The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points. The Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

7. Payment Terms

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

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

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

7.1 Product Cost

Sl. No.	Deliverables	% of Payment	Payment Milestone (On completion of the activities)
1	Hardware/Software/ License	60%	Successful delivery and acceptance of the hardware
		30%	On successful installation and sign-off on acceptance testing of the product by the Bank
		10%	Submission of Performance Bank Guarantee

Table-7.1: Product Cost Payment Terms

7.2 Installation Cost

Sl. No.	Deliverables	% of Payment	Payment Milestone (On completion of the activities)
1	Installation	70%	Successful installation and acceptance sign off of the hardware at the Bank's location

		30%	3 months after successful running of the hardware
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Table-7.2: Installation Payment Terms

7.3 AMC/ATS Payment Terms

AMC/ATS amount payable would be paid quarterly in arrears at the end of each quarter.

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

7.4 AMC & ATS and Other Warranty Costs

Bidder shall provide the maintenance (Warranty, AMC & ATS) for a period of five years from the date of acceptance. Warranty period for the new components should be for the first three years for which the cost should be factored in the Product cost and AMC/ATS shall be factored for the subsequent two years. Bidder must factor the costs in the Bill of Material accordingly. As part of warranty, AMC & ATS support the Bidder has to:

- Provide on-site comprehensive support for network equipment and software components provided as part of this RFP
- Have back-to-back arrangements with respective OEMs for the maintenance services (Warranty/AMC/ATS)
- Warrant all the network equipment and software against defects arising out of faulty design, materials and media workmanship etc., for a period of five years from the date of acceptance of the network equipment and software
- Provide maintenance of Network equipment, including preventive maintenance support, as well as repair or replacement activity after a problem has occurred. If the supplied equipment are to be replaced permanently due to the Bidder's inability to provide spares or maintain the equipment, the Bidder shall replace the equipment of same make/model/configuration or of higher configuration. However, the Bank may accept different make/model/ configuration at its discretion, if the original make/model/ configurations are not available in the market due to obsolescence or technological up gradation
- Provide support services like repair, replacement to resolve the problem as per the service levels defined in Section 2.6
- Defective network equipment shall be replaced by the Bidder at his own cost, including the cost of transport etc. The Bidder shall not charge the Bank any extra charges related to this activity
- Provide adequate spares for the critical components of the network equipment
- Provide on-site support during quarterly DR drills or whenever required by the Bank. For factoring purposes, the Bidder should factor not more than 8 visits at DC or DR each year for on-site support on specific request from the Bank

- Agree that the Bank will not be liable to pay any additional amounts in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. Free on-site maintenance services shall be provided by Bidder during the period of warranty
- Undertake system maintenance and replacement or repair of defective network equipment
- Upon receipt of such notice the Bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to the Bank
- In case equipment taken away for repairs, Bidder shall provide similar standby equipment so that the equipment can be put to use in the absence of the originals/ replacements without disrupting the Bank's regular work
- If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, Bidder shall replace the unit of component with another of the same performance and quality or higher, at no cost to the Bank
- Further provided that the Bank may, during the contract, shift the goods wholly or in part to other location(s) within the Country and in such case the Bidder undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to the Bank
- In case the Bank desires to get the services delivered by their appointed Bidder or System Integrator, then the OEM shall transfer such services to that preferred Bidder at no additional cost to the Bank.
- In case of any issue with network equipment and related software supplied by Bidder, Bank or its appointed System Integrator shall log a call with Bidder (who has supplied the network equipment/software) it is responsibility of Bidder to resolve the issue with the assistance of the OEM is deemed necessary. The Bank or its appointed System Integrator shall promptly notify Bidder in writing/e-mail/fax of any claims arising under the maintenance services
- Provide all future software upgrades and patches for all components of the solution and assist the Bank or its System Integrator to install the same, if Bank desires during period of warranty free of cost.
- Bidder warrants that the Goods supplied under the Contract are new & unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the RFP
- Bidder further warrants that all the Goods supplied under as part of this RFP shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Bank's Specifications) or from any act or omission of Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination
- Bidder's hardware engineer will report at the Bank's premises within one hour of reporting of breakdown through telephone/ email or Fax or courier at Bidder's nearest office and repair the same at the earliest.

7.5 Cost & Currency Price Composition

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

7.6 Goods and Services Taxes (GST) and its Compliance

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

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

7.7 Fixed Price

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

8. Definitions & Reference

8.1 Working Day

A working day would be any day any branch / office of the Bank is functioning.

8.2 Business Hours

Business Hours for the purpose of service standards would be 8.00 am to 8.00 pm., on all working days. However, the complete hardware infrastructure in the DC, NS, DR & CO would need to function 24*7 to service the Bank's business.

8.3 Restore to Service

Provides standard maintenance services including:

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

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

8.4 Obligation of the Bidder

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

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

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

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

8.5 Obligation of the Bank

The Bank shall be responsible for the following:

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

9. Disclaimer

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

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