

THE ASSAM CO-OPERATIVE APEX BANK LTD.



INFORMATION TECHNOLOGY DEPARTMENT

**HEAD OFFICE: 151, HEM BARUA ROAD, PANBAZAR, GUWAHATI,
ASSAM – 781001, INDIA**

REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION AND SUPPORT OF SERVERS,
STORAGE, SDWAN, PIM/PAM, SIEM, DLP, EMS, NETWORK AND SECURITY COMPONENTS /
SOLUTION, BRANCH PERIPHERALS FOR REFRESHMENT OF EXISTING INFRASTRUCTURE IN
DC, DR, HO & BRANCHES**

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1. General Information

1.1 Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to interested parties, whether verbally or in documentary form by or on behalf of Bank by any of their authorized employees or advisors or consultants, is provided to the Bidders based on the terms and conditions set out in this RFP document only and any other terms and conditions subject to which such Information is provided.

This RFP document is not an agreement and is not an offer by the Bank to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their bid for short listing and final selection of vendor for delivery, implementation and support of computer & storage, network and security components, branch peripherals and solutions for refreshment of existing infrastructure in DC, DR, HO & Branches. Each Bidder, if so, required may approach the Bank for any further information. However, the Bank is not obliged to furnish any part or whole of information sought by the Bidders.

The Bank may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the Information including the qualification process in this RFP document at any time including prior to submission of the bids.

The Bank reserves the right to accept or reject any or all Applications and qualify or disqualify any or all applicants without giving any reasons. The Bank will not entertain any claim for expenses in relation to the preparation of RFP submissions.

1.2 Abbreviations

ACAB	Assam Co-operative Apex Bank Ltd
AMC	Annual Maintenance Contract
ATS	Annual Technical Support
AML	Anti-Money Laundering
ATM	Automatic Teller Machine
BG	Bank Guarantee
CBS	Core Banking Solution
DD	Demand Draft
ECS	Electronic Clearing System
EMD	Earnest Money Deposit
IT	Information Technology
LOI	Letter of Intent
NEFT	National Electronic Fund Transfer
PBG	Performance bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
RTGS	Real Time Gross Settlement

2. Invitation for participation in RFP

The Assam Cooperative Apex Bank Limited is inviting eligible bidders for delivery, implementation and support of computer & storage, network and security components, branch peripherals and solutions for refreshment of existing infrastructure in DC, DR, HO & Branches through RFP process.

2.1 A Brief Profile of the Assam Co-Operative Apex Bank Ltd.

The Assam Co-operative Apex Bank Ltd. (ACAB) was established in 1948. Since then, the Bank has developed and expanded its activities / operations and has grown in manifolds. The Bank has a wide network of 67 branches and 6 Zonal offices, spread throughout the state providing effective banking products and other related services to the general public of Assam.

The Assam Co-operative Apex Bank Ltd (ACAB) as a pioneer in Banking in Assam, has taken banking to the doorsteps of the people of the State and has been able to nurture and develop banking habits among the people. This has changed the saving habit of people from the traditional methods to the modern banking facilities to earn remunerative returns on their savings invested with the Bank and utilize various attractive and innovative banking products offered by Assam Co-operative Apex Bank Ltd. (ACAB).

2.2 The Schedule of Dates

The schedule of dates for this RFP and other important information are as follows: -

Activity	Date and Time
RFP available at bank's website	13/07/2024, 11:00 hours
Last date of seeking Request for Clarifications through email if any	20/07/2024, 16:00 hours
Date of Pre-bid meeting	24/07/2024, 12:30 hours
Deadline for submission of Bids	06/08/2024, 14:00 hours
Opening of Technical Bids	06/08/2024, 15:30 hours
Opening of Commercial Bids	Will be intimated to the eligible bidders.
Cost of the RFP document (Non-Refundable) by Demand Draft	Rs. 10,000 /- + Rs. 1800 /- (GST) = 11,800/- (Rupees Eleven Thousand Eight Hundred) in the form of DD from any of the Nationalized Bank in India be in the favor of "Managing Director, The Assam Co-operative Apex Bank Ltd.," payable at Guwahati
EMD	Rs. 20,00,000/- (Rupees Twenty Lakhs Only) EMD in the form of Demand Draft in favor of "Managing Director, The Assam Co-operative Apex Bank Ltd.," payable at Guwahati The EMD of the unsuccessful bidder will be refunded after acceptance of the order by the successful bidder. The EMD of successful bidder will be refunded after submission of 10% performance bank guarantee as contract performance guarantee to the Bank.
Performance Bank Guarantee	The successful bidder has to submit a

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	performance bank guarantee 10% of the total project cost as contract performance guarantee for entire tenure of the project as per Annexure 9.7
Address for Tender Submission	Mr. Dharmendra Kumar, The Assam Cooperative Apex Bank Limited, Head Office, 151, Hem Barua Road, Panbazar, Guwahati, Assam – 781001, India
Bank's email for submission of queries	it@apexbankassam.com

The above dates are likely to remain unchanged. However, Bidders should check website www.apexbankassam.com for any changes/addendums to the above dates and/or any other changes to this RFP. Bidders to confirm with Bank the time & venue one day prior to any of the above scheduled event.

The Bidder is required to submit the Tender Fees worth INR 11,800/- (Rupees Eleven Thousand Eight Hundred only) vide Demand Draft on or before the pre-bid Meeting as mentioned above. Only those Bidders who have submitted the tender fees will be allowed to participate in the pre-bid meeting.

Eligibility cum Technical bid will be opened, in the presence of the bidder's authorized representative who chooses to attend the opening of technical bid. No separate communication shall be sent in this regard. However, the Bank reserves the right to open the bids in absence of authorized representative of the bidders and the decision taken by the Bank shall be final and binding on all bidders.

All bids must be submitted at the same time giving full particulars in separate sealed envelopes at the Bank's address along with soft copy submission within the time period specified as above.

Each bid must be accompanied by a bid security (EMD) as specified in the RFP and must be delivered during office hours at the above address on or before specified date and time indicated above.

No further discussion/interface will be granted to Bidders whose bids have been technically disqualified.

Non-attendance at the Bid opening will not be a cause for disqualification of a Bidder.

The Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.

2.3 The Bid System

This RFP is a Two Bid system. The Bidder is required to submit a sealed Technical Bid as per RFP, and a sealed Commercial Bid and enclosing both the bids (Technical & Commercial) in another sealed cover along with soft copy of same (CD/Pen drive) in the respective envelopes.

2.4 Due Date of the Bid

The bids shall be accepted till 2:00 PM on 06/08/2024 at the Assam Cooperative Apex Bank Head Office at Panbazar, Guwahati. Bids received after 2.00 PM on 06/08/2024 shall be termed as LATE BID and the same will not be received/ opened by the Bank.

2.5 Modification & Amendment of the Submitted Bids

No modification or amendment of the bids submitted will be permitted beyond the stipulated date and time of opening of the Bid.

2.6 Right to Accept or Reject any or All Bids

Notwithstanding anything contained in this RFP document, the Bank reserves the right to accept or reject any Bid and to annul the Bid process and reject all bids/ Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

If due to any reason the Bank is unable to select the agency submitting the lowest financial bid, then the Bank reserves the right, keeping in view the urgency of the Project, invite the next higher Bidder for further negotiations; or take any measure as may be deemed fit in the sole discretion of the Bank including annulment of entire bid process at this stage and inviting fresh Applications/ Proposals.

Further, the bids submitted may be liable to be rejected on examination on the following grounds: -

- i. It is not in conformity with the instructions mentioned in this tender document.
- ii. It is not accompanied by the requisite EMD & tender Document fee.
- iii. It is not properly/duly signed.
- iv. It is received through Telex or Telegram.
- v. It is received after expiry of the due date and time.
- vi. It is incomplete including non-furnishing the required documents
- vii. It is evasive or contains incorrect and / or false information.
- viii. There is canvassing of any kind.
- ix. It is submitted anywhere other than the concerned department.

2.7 Disqualification

The Bank reserves the right to reject any or all Application(s), if at any time a material misrepresentation is made or uncovered. This would lead to the disqualification of the Bidder.

Giving, offering or promising to give any gift, bribe or inducement, directly or indirectly, or any attempt at any such act by, or on behalf of, the Bidder towards any officer/employee of the Bank or to any other person in a position to influence any officer/ employee of the Bank for showing any favor in relation to this Bid process or award of the Project work or any other similar process/ contract, shall render the Applicant to such liability/ penalty as the Bank may deem proper, including but not limited to disqualification of Application, rejection of proposal, termination of the Agreement, imposition of penal damages and forfeiture of the Bid Security (EMD)/ Bank Guarantee(s).

2.8 Amendments to RFP

Pre-bid meeting will be held on 24/07/2024, 12:30 hours. The bidders are welcome to submit their queries to the bank through email id it@apexbankassam.com on or before 20/07/2024, 16:00 hours.

At any time prior to the deadline for submission of the Bids, the Bank may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of addenda (the 'Addenda or Addendum' as the case may be). Any Addendum thus issued will be put up on record and would be deemed to be a part of the RFP. In order to afford the Bidders a reasonable time in which to take an Addendum into account, or for any other reason, the Bank may, at its discretion, extend the due date for submitting the Bids.

2.9 Cost of the Schedule

Bidder is required to submit a Demand Draft of Rs. 11,800.00 (Rupees Eleven thousand Eight Hundred) only along with the Technical and Financial Bid as a non-refundable tender document fee. The DD should be in the favor of "Managing Director, The Assam Co-operative Apex Bank Ltd.," payable at Guwahati. This is a one-time non-returnable amount. The Bid which is not accompanied by the tender document fees shall be termed invalid and shall be summarily rejected.

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.10 EMD

The Bidder is required to submit EMD of INR 20,00,000 (Rupees Twenty Lacs only) in form of Demand Draft along with this bid. The DD should be in the favor of "Managing Director, The Assam Co-operative Apex Bank

Ltd.," payable at Guwahati. The EMD of the unsuccessful bidder will be refunded after acceptance of the order by the successful bidder.

The EMD of successful bidder will be refunded after submission of 10% performance bank guarantee as contract performance guarantee to the BANK.

The EMD submitted by the bidder will be forfeited if

- i. The bidder withdraws his tender before processing of the same.
- ii. The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" to be issued by the Bank.
- iii. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- iv. The bidder violates any of the provisions of the terms and conditions of this RFP.

2.11 Contract Performance Guarantee

The successful bidder has to submit a performance bank guarantee of 10% of the total project cost as contract performance guarantee for entire tenure of the project plus six months. After signing the agreement with bank and before release of any payment the bidder has to submit this bank guarantee to bank.

2.12 Validity

The bidder shall keep the bid valid for a period of six months from the last date for the submission of bids.

In case circumstances require, the Bank may request the Bidders, within the validity period of the BID, to extend the validity of the Bids for any additional periods as required.

2.13 Language of the Bid

The Language of the Bid shall be English only.

2.14 Currency of the Bid

All prices and monetary terms to be quoted in INDIAN RUPEES (INR) only.

2.15 All Pages of the Bid to be signed in Ink

The bidder, through its official so authorized to sign the Bid, shall sign on all the pages of the Bid, except those which are printed material in the nature of annual reports etc.

2.16 The Bidder to Submit Power of Attorney

The Bidder is required to submit a Power of Attorney in the name of the person duly authorized by the Bidder to sign all the Bid documents and submit the bid. In absence of any authorization, the Bid shall be termed non-responsive and invalid. The person, in favor of whom the power of attorney has been assigned, should be competent to contract and a resolution or authorization by the Board of Directors would be required to be furnished in this regard.

2.17 The Bidder Required Submitting Documentary Proof

The Bidder shall be required to submit documentary proof concerning any claim of fulfillment of any criteria or any such requirement under this RFP. The bidder must also submit proof of incorporation, proof of turnover (for last four years), PAN Card, GST registration etc. as per the Technical Bid format.

The bidder has to provide all necessary documents needed for MAF, ATS, support services, AMC etc. from the OEM.

2.18 Submission of Bid

The Bidder shall submit the bid in the manner prescribed hereunder: -

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- i. The Bid shall be sealed and shall consist of two parts namely Technical Bid and Commercial Bid. Each of the bids shall be submitted in two separate sealed envelopes. The Envelop Marked A shall contain the Technical Bid, and the Envelop marked B shall contain the Commercial Bid.
- ii. The Envelop A shall be properly SEALED and marked "TECHNICAL BID FOR SELECTION OF VENDOR FOR SUPPLY, INSTALLATION AND SUPPORT OF SERVERS, STORAGE, SDWAN, PIM/PAM, SIEM, NETWORK AND SECURITY COMPONENTS / SOLUTION, BRANCH PERIPHERALS FOR REFRESHMENT OF EXISTING INFRASTRUCTURE IN DC, DR, HO & BRANCHES OF THE ASSAM COOPERATIVE APEX BANK LTD".
- iii. The Envelope B shall be properly SEALED and marked "COMMERCIAL BID SELECTION OF VENDOR FOR SUPPLY, INSTALLATION AND SUPPORT OF SERVERS, STORAGE, SDWAN, PIM/PAM, SIEM, NETWORK AND SECURITY COMPONENTS / SOLUTION, BRANCH PERIPHERALS FOR REFRESHMENT OF EXISTING INFRASTRUCTURE IN DC, DR, HO & BRANCHES OF THE ASSAM COOPERATIVE APEX BANK LTD".
- iv. The Technical Bid shall be submitted as below: -
 - a. The Demand Draft of Rs. 11,800.00 (Rupees Eleven Thousand Eight Hundred) only towards to the cost of the document shall be kept prominently in an envelope to be marked as COST OF DOCUMENT.
 - b. The Demand Draft/Bank Guarantee of Rs. 20,00,000 (Rupees Twenty lacs) only as EMD shall be kept in a separate envelop prominently marked as EMD.
 - c. The Technical Bid Form as per section 9.2 and all its Tables, Letters and Forms shall be filled duly along with all enclosures and documentary proof.
 - d. The Technical Bid should not have any indication of the Price Bid in any manner anywhere. If such an indication is found, the Bid shall be summarily rejected.
 - e. The Commercial Bid shall consist of the Price Bid Form as per section 9.9 duly filled and signed by the authorized person on behalf of the Bidder in the Bid.
 - f. The Price Bid shall be exclusive of all taxes as applicable.

2.19 Bid Evaluation

The details of the evaluation mechanism are mentioned in the Section7.

The process of Bid Evaluation shall be as below: -

- i. The Technical Bids shall be opened on the due date in presence of the members/ authorized representatives of the Bidders who opted to be present, and checked for the following: -
 - a. The DD of Rs. 11,800.00 (rupees Eleven Thousand Eight Hundred) only being the cost of the document.
 - b. The DD of Rs. 20,00,000 (Rupees Twenty lacs only) being the EMD amount. If any or the above is missing or not found, the Bid shall be rejected summarily as prima facie non-responsive.
- ii. Those bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation. The bidder with the lowest commercial bid shall be declared L-1.

2.20 Negotiations

The BANK may negotiate with the final shortlisted Bidder.

2.21 Award of Contract

The BANK shall issue Letter of Intent (LOI) to the Successful Bidder, and subject to fulfillment of other criteria as laid down in the RFP, shall place firm Purchase Order (PO) on the successful Bidder on acceptance of the LOI by him. The price quoted by the successful bidder shall be the Total value of the Contract.

3. Scope of Work

3.1 Present Status

- i. The core infrastructure for the CBS of Assam Cooperative Apex Bank is hosted at the Bank's DC (Guwahati) and DRC (Kolkata).

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- ii. The DC is situated at ACAB's own premises in Guwahati.
- iii. The Bank's DR is located at Ultadanga, Kolkata which is managed by STT Global Data Centres India Private Limited.
- iv. Bank's DC & DR have 3 nos. of MPLS connectivity from BSNL, Airtel and TATA.
- v. The Bank's 67 branches/locations have BSNL-BBoVPN as primary & Airtel as 1st backup link.

Most of the components at Bank's DC & DR have reached EOL & EOS stage. Bank is seeking to augment DC & DR infrastructure (based on End of Support and utilization) aligned with the business growth for the next 10 years.

3.2 Present inventory Details

Sr No	Item	Details	DC Qty	DR Qty	Remarks
1	VM Server	HP DL580 Gen9	4	3	To be replaced by Bidder
2	DB Server	PROLIANT DL 560 G10	2	2	To be used as UAT and training and replaced with New DB servers proposed with RHEL subscription for 5 yrs by bidder
3	ATM Server	PROLIANT BL 460 G8	2	2	To be dropped
4	Test / Backup / Management	PROLIANT BL 460 G9	3	2	To be dropped
5	Blade Chassis	HP BL C7000	1	1	To be dropped
6	VM Storage	HPE 3PAR StoreServ 7200c	1	1	To be replaced by bidder
7	D2D	HPE StoreOnce 5100	1	0	To be shifted by bidder from DC to DR to replace the tape library at DR by bidder
8	CBS Storage	HPE 3PAR 8400	1	1	To be Upgraded with additional 16*1.92TB SSD Drives by bidder
9	Tape Library	HPE MSL4048 0-Drive Tape Library	0	1	To be replaced by D2D shifted from DC by bidder
10	NAS Storage	HP StoreEasy 1640	1	1	To be dropped
11	SAN Switch	HPE SN3000B 24/24 FC Switch	4	4	To be replaced if not compatible or AMC not available for the entire contract period by bidder
12	Microfocus EMS	Operations Bridge Management Pack 5 Pack OS Instance Software E-LTU	2		To be replaced by new proposed EMS Tool by bidder
13	Microfocus EMS	Operations Bridge Management Pack 25 Pack OS Instance Software E-LTU	1		To be replaced by new proposed EMS Tool by bidder
14	Microfocus EMS	Operations Bridge System Collector Add-on for 5+ OSI 5 OSI Pack Software E-LTU	9		To be replaced by new proposed EMS Tool by bidder
15	Microfocus EMS	Operations Bridge Suite Premium Edition 5+ Nodes 5 Node Pack Software E-LTU	1		To be replaced by new proposed EMS Tool by bidder

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16	Microfocus EMS	Operations Bridge Premium Edition: Operations Bridge Manager 5-node E-LTU	1		To be replaced by new proposed EMS Tool by bidder
17	Microfocus EMS	Operations Bridge Suite Premium Edition 50 to 200 Nodes 50 Node Pack Software ELTU	1		To be replaced by new proposed EMS Tool by bidder
18	Microfocus EMS	Operations Bridge Premium Edition: Operations Bridge Manager 50-node E-LTU	1		To be replaced by new proposed EMS Tool by bidder
19	Microfocus Data protector	HPE Data Protector per TB for 10-49 TB Full Backup Capacity Software E-LTU --- TF542AAE	20		To be continued with proper ATS support and capacity to be augmented if required by bidder
20	MS SQL	SQL Server Standard 2019 Core	8		To continue with ATS by bidder
21	Core Router	HP MSR50-40	2	2	To be replaced by SDWAN devices by bidder
22	Internet Router	HP MSR30-40	2	2	To be replaced by standard non SDWAN routers for 3rd party link termination by bidder
23	VPN Router	HP 6602(VPN)	2	2	To be dropped
24	ATM Router	HP MSR20-10	2	2	To be replaced by standard non SDWAN routers for 3rd party link termination by bidder
25	PMO Router	HP MSR3012	1		To be replaced by SDWAN devices by bidder
26	Branch Router	HP MSR1002-4	2		These are at branches, routers to be replaced with SDWAN devices by bidder
27	Branch Router	HP MSR20-40	68		These are at branches, routers to be replaced with SDWAN devices by bidder
28	Branch Router	HP MSR2003 AC Router	4		These are at branches, routers to be replaced with SDWAN devices by bidder
29	Server Farm Switch	HP 7506	2	2	To be replaced by new switches by bidder
30	Management Switch	HP E5406 zl	2	2	To be replaced by new switches by bidder
31	DC Internal Switch	HP 5120-24G EI	6	6	To be replaced by new switches by bidder
32	Branch Switch	HPE 3100 24 v2 E	73		These are at branches. Switches to be replaced by bidder
33	HO Switch	HPE 3100 24 v2 E	5		To be replaced by bidder
34	Internal firewall	Check Point 5600	2	2	Currently it is under ATS till 31 st December 2025. To be replaced by bidder on December 2025 with OEM

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					other than Fortinet
35	ATM firewall	Sophos XG 230	2	2	Currently it is under ATS till 30 th March 2025. To be replaced by bidder on March 2025
36	Antivirus Solution	Kaspersky Endpoint Detection Response Optimum	500		Currently it is under ATS till 17 th August 2026. Bidder to provide ATS post 17 th August 2026

Branch Peripherals

Sl. No	Device Type	Make & Model	Quantity	Remarks
1	Desktop	Acer PC (Pentium Dual-Core 3.2GHz 2 GB RAM, 320 GB/ 500GB HDD)	273	To be replaced by new desktops by bidder
		Acer PC (Intel Core i3-4160 3.6 GHz, 4GB RAM, 500GB/ 1TB HDD)	242	To continue with AMC by bidder
2	Passbook Printer	Lipi Passbook PB2 Printers	77	66 numbers to be replaced by bidder
3	Statement Printer	Lipi T2250 HSDMP	73	To be dropped
4	HP Scanner	HP Scanner HP ScanJet G2410	71	To be dropped
5	Canon Scanner	Canon Scanner LIDE 120	1	To continue with AMC by bidder
6	HP Laser Printer	HP Ink Tank 319	1	To be dropped
7		HP LaserJet Pro M1136 MFP	10	To continue with AMC by bidder
8		HP LaserJet Pro MFP M126a	9	To continue with AMC by bidder
9		HP Ink Tank 315	1	To be dropped
10		HP Laser Jet 1020	1	To be dropped
11		HP Laser Jet 1020 plus	15	To be dropped
12		HP Laser Jet G2010	1	To be dropped
13		HP Laser Jet M1005 MFP	11	To be dropped
14		HP Laser Jet P1007	5	To be dropped
15		HP Laser Jet P1108	6	To be dropped
16		HP Laser Jet P1566	26	To be dropped
17		HP Laserjet Pro 400 M401D	1	To continue with AMC by bidder
18		HP Laserjet Pro M403D	1	To continue with AMC by bidder
19		HP Laserjet Pro 4004 dn	1	To continue with AMC by bidder
20		HP Laserjet Pro 329 DW MFP	1	To continue with AMC by bidder
21	HP Laserjet 2100	1	To continue with AMC by bidder	
22	Branch UPS	5 KVA online UPS (BETTER POWER)	144	To continue with AMC by bidder

3.3 Detailed Scope of Work

- i. The detailed scope of work is described below, and the bidder should go through all the requirements in detail. The bidder should propose a complete solution which takes into account all business requirements of the bank. The Bank reserves the right to change the scope of RFP considering the Bank's requirements.
- ii. Bank intends to select a vendor for supply, implementation and support of servers, storage, SDWAN, PIM/PAM, SIEM, Network & Security Components and solution, branch peripherals and Infrastructure solutions. The broad overview of the overall implementation model for different components mentioned in the RFP is given below –

Sl. No	Component	Scope for the Bidder
1	DC & DR Servers, compute, storage, other components	Supply, Implementation & AMC Support
2	DC, DR & Branch Network solutions	Supply, Implementation & AMC Support
3	Ancillary Application license which includes EMS (Enterprise management System)	Supply, Implementation & AMC Support
4	Managed Security Information and Event Management (SIEM) solution along with remote SoC monitoring service for events & subsequent reporting.	Supply, Implementation & Support
5	Data Leakage Prevention (DLP)	Supply, Implementation & AMC/ATS Support
6	Privileged Identity Management (PIM)	Supply, Implementation & AMC/ATS Support
7	Web Application Firewall (WAF)	Supply, Implementation & AMC/ATS Support
8	AMC & ATS of hardware/software	To be provided by bidder during contract period
9	OS, Backup Software etc. licenses	Supply, Implementation & ATS Support
10	Desktop with pre-loaded Ubuntu 24.04 LTS Operating system, Dot matrix printer, Passbook printer, Multifunctional printer & Scanner	Supply, Implementation & AMC/ATS Support

- iii. The bidder will be required to provide the following services during the contract -
 - a. Hardware/solution supply, configuration, implementation, and integration with existing solutions/hardware
 - b. EMS supply, implementation & AMC/ATS support
 - c. OEM24X7 L3 support for problem resolution during the entire contract period as part of warranty/ AMC & ATS service. The L3 OEM support team must attend calls for problems pertaining to Server, storage and other services and equipment at DC, DR including network solutions and resolve the same within 2 hours from the time of call logged.
 - d. Bidder will be responsible for delivery, replacement and Go live of any RMA/replaced components sent by OEM.
 - e. AMC & ATS of supplied components and the existing components for which bidder is supposed to provide AMC/ATS.

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- f. Implementation & support training of Bank's nominated IT resource on proposed hardware and solutions
- g. Knowledge transfer to bank team with administrative rightpost implementation for daily maintenance of the implemented solution
- h. Bidder to do the required configuration of existing hardware for integration of the new hardware/solutions in existing architecture along with required physical connectivity. The required interfaces (in proposed hardware), fiber and copper cables will have to be provided by bidder for the implementation.
- i. Implementation of new Active Directory based on the current security standards. The bidder should ensure that all the Data Center servers & Branch nodes (Ubuntu PCs) are connected to the Active Directory server hosted in Bank's Data Center.
- j. Implementation and integration of SDWAN solution at HO & branches.
- k. Bank may change the delivery address of DC & DR prior to delivery of the hardware and shortlisted bidder will have to deliver all hardware at new DC & DR locations without any additional cost to the bank.
- l. Supply, implementation & support of Web Application Firewall (WAF).
- m. Supply, implementation & support of Security Incidents and Event Management (SIEM) along with remote SoC monitoring for events & subsequent reporting
- n. Supply, implementation & support of Data Leakage Prevention (DLP)
- o. Supply, implementation & support of Privilege Identity and Access Management (PIM/PAM)
- p. Migration of all workload from existing hardware/solution to new hardware/solution with support application vendor and bank team wherever deemed required. Refer section "One Time Activities".
- q. Bidder will have to implement branch switches and SDWAN routers at respective branches to replace the old routers & switches.
- r. During the warranty/AMC phase bidder's resource will have to visit the remote branches, DC & DR for replacement of the faulty hardware as & when needed. The replacement will also require the required configurations to be done in devices to make it operational.
- s. Successful bidder should sign a MSA with Bank, Successful bidder should have back-to-back support from OEM(s) for all the supplied and implemented components.
- t. Product support and Licenses effective date shall be from GO-LIVE date.
- u. Bank should have flexibility to log call directly with OEM if required.
- v. Successful bidder should have call logging portal option available to raise support tickets.

iv. SD-WAN Solution

Bank intends to engage and utilize the services of vendor for implementing SD WAN Solution with equipment on CAPEX model as per Internationally benchmarked Information technology standards and guidelines. Vendor is expected to provide innovative network architecture, Infrastructure and Services at the Bank for 5 years contract term. The total solution will include Supply, Delivery, Installation, Support/Services, Testing, Commissioning, Maintenance, and Warranty of equipment (SDWAN solution) SDWAN framework, Data center SDN controller, termination router and any other device required for implementation.

The key features of proposed SDWAN solution are listed below -

- a. Edge Security: Branch offices are often the entry point for network traffic, and they are more susceptible to security threats. Having security components at the branch level helps protect against threats before it enters the corporate network.
- b. Local Internet Breakouts: As SD-WAN enables direct internet access from branch offices (local internet breakouts). In such scenarios, security components at the branch level become essential to inspect and filter internet-bound traffic.

- c. Scalability: As network grows, it's often more scalable to distribute security functions at branch offices rather than relying solely on a centralized security infrastructure. This allows us to add new branches without significantly impacting the central security appliances.
- d. Resilience: Distributed security components can improve network resilience. If one branch's security component becomes unavailable, it doesn't affect the security posture of other branches.
- e. Reduced Latency: By processing security functions at the branch level, we can reduce the latency associated with backhauling traffic to a centralized security appliance. This ensures that security checks are performed closer to the source of the traffic, minimizing delays.
- f. Traffic Isolation: Security components at the branch level can help isolate and contain security breaches. If a branch is compromised, it is easier to isolate the threat and prevent it from spreading to other branches or the main network.
- g. Compliance: Depending on industry regulations and compliance requirements, some data may need to be inspected and secured at the branch level before it leaves the premises.
- h. Granular Control: Having security components at the branch level allows for granular control over security policies and threat detection. We can tailor security measures to the specific needs and risks of each branch.
- i. Application-Aware Security: SD-WAN solutions often provide application-aware routing, allowing organizations to prioritize critical applications. Security components at the branch level can also be application-aware, ensuring that specific security policies are applied based on the type of application being used.
- j. Cloud Integration: In a world where many applications and services are cloud-based, security components at the branch level can provide better integration with cloud security services and ensure that traffic to and from the cloud is secured.

The SDWAN solution should comply with all the functional and technical specification specified in Annexure 9.1.

v. **Data Leakage Prevention**

- a. Bank intends to implement Data Leakage Prevention solution at DC and DR and at branches and other Bank's office locations as a new initiative to prevent the loss of confidential Bank data/ Bank customer information that could leak out of the Bank and would enable Bank to reduce the corporate risk of the unintentional or intentional disclosure of confidential information.
- b. The Bidder is required to design & size the Data Leakage Prevention (DLP) solution at DC and DR. The Bidder shall size the solution for the Bank's terminals that are connected to the Bank's network for accessing the proposed solutions at DC & DR.
- c. The Bidder is required to size, supply, implement & maintain network DLP at DC & DRC for the period of contract apart from the endpoint DLP solution.
- d. The Bidder is also required to install, configure & provide comprehensive onsite warranty & AMC/ATS services for the same over the tenure of the contract.
- e. The proposed Data Protection solution should be able to address the following key area:
 - Identify data leakage across all vectors, irrespective of policy being in place or not
 - Protect data
 - Have flexible control over Remediation of Data Leakage
 - Ease of Use and Quick to Deploy f
- f. The Functional requirements of the Data Leakage Prevention solution are:
 - Proposed Data Leakage Prevention Solution should be able to provide controls that encompass the Network. The data Leakage solution should be able to start at the very basic level and progress to subsequent advanced levels of usage.
 - Data protection should also involve being able to identify known and unknown plug and play devices being connected to critical data resources. Also, the solution should seamlessly

integrate with Encryption which should be intelligent enough to enforce Encryption of sensitive data.

- The DLP solution should be able to go beyond known policies and provide Forensic capability on all historic data. Thus, the DLP should safeguard sensitive data and ensure compliance by protecting sensitive data wherever it lives—on the network or in storage systems, while saving time and money with centralized deployment, management, and reporting.
 - Quick Deployment capability and Single Management Console for configuring Uniform Policies across Network
 - Capability to monitor all traffic flowing out of the endpoint/network, irrespective of Policies being in place or not
 - Ability to handle data being written on different types of media and option to monitor or prevent the same
 - Ability to seamlessly integrate with encryption and selectively encrypt data on the basis of designed policies
 - Enforce compliance over data sitting in different locations and be able to remediate
 - Employ different fingerprinting methods to signify sensitive data
 - Be protocol and port agnostic so as to tackle non-standard Data Transfer channels
 - Forensic capability of searching through all the past traffic
 - Capability to exert sufficient control on external devices being connected in the environment
 - Flexible reporting options for technical as well as high level reports
 - Multiple deployment options comprising of Hardware and Software
- g. Functional Requirement of Data Classification
- Identifying commonalities in critical information across multiple processes and combined into higher level policy definitions.
 - Confidential data types and risks based of classification
 - Tagging of information asset with classification scheme
 - Business impact valuation of information asset, artifacts
 - Identification of risks and risk exposure
 - Identify the category of data protection required for identified sensitive data
- h. The Bidder is required to locate all of the Sensitive data and classify it according to set process. The Bank or its appointed consultant will classify the data based on criticality.
- i. The Bidder is required to put in place prevention or protection rules for that data deemed necessary.
- j. The Bidder is required to install the data control for identifying any change in the critical files identified by the Bank.
- k. The Bidder shall configure integrity monitoring for the files and ensure write protection wherever necessary.
- l. There should be enough audit trail capability to identify drift in the document and all the relevant details like who made what changes and change details.
- m. Audit should allow for Reporting and Search capabilities.
- n. The OEM shall provide the training of the deployed solution to the Bank personnel for 1 batch with 10 personnel.
- Provide training on the product architecture, functionality and the solution design to be provided before the implementation of solution.

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- Provide hands-on training to the Bank personnel team on DLP policy configuration, alert monitoring, etc. post implementation.
 - o. The Bidder needs to demonstrate the technical capabilities and features of the solution and also need to show case the working of the solution in Bank's environment.
 - p. The Bidder needs to implement the solution as per Bank's requirement.
 - q. The Bidder needs to configure policies as per Bank's requirement.
 - r. The Bidder should provide training to the identified Bank personnel on the product architecture, functionality, and the solution design to be provided before the implementation of solution.
 - s. The Bidder should provide hands-on training to the Bank personnel on DLP solutions operations – post implementation.
 - t. The Bidder shall be responsible for providing the operational and maintenance training to the identified IT staff of the Bank as and when required by the Bank.
 - u. The DLP solution should duly meet the minimum technical requirements as specified in Technical Requirements Annexure 9.1.
- vi. **PIM-PAM**
- Bank wishes to procure a Privileged Identity Management and Access Management (PIM-PAM) for automated monitoring of all User activities across Bank devices which would function as a Centralized authentication and authorization system with best security practices along with role-based access control for all servers. The tool will monitor the user activity in case any change is being done by super user/user and will store the super user logs for verifying the activities being carried out by them. It would ensure better user management across various servers by applying restrictions on user profile as per role which can be changed on immediate basis.
- The Scope of work is discussed below:
- a. Bidder should provide solution licenses to manage the following instances i.e., DC- Primary with HA & DR- Standalone.
 - b. The solution should have Zero Trust security framework.
 - c. The solution should ensure that the policies, if applied, should get replicated immediately across all servers and should have a feature to roll back the applied policy for group admins.
 - d. The solution should have capability of integrating all devices irrespective of hardware, operating system, databases, hypervisors, web applications, routers, switches, firewalls, storage devices, cloud portals. Further, in case of any upgradation of existing hardware, operating system, databases, hypervisors, web applications, routers, switches, firewalls, storage devices, cloud portals, etc. the same should be integrated with the solution without any additional cost to the Bank.
 - e. Bidder should provide and implement all feature upgrades or version upgrades during contract period without any cost.
 - f. There should be Maker Checker feature available in the solution in case any configuration/policy change is being done by any user.
 - g. Bidder should provide support to identify and remediate any vulnerability found in the solution as and when identified by Bank, as well as by the OEM. All vulnerabilities should be closed immediately or within 15 days of reporting the same to selected bidder.
 - h. Bidder should ensure that periodical patches are immediately applied to the solution as and when released by the OEM.
 - i. Bidder should do end to end implementation of the solution including 2FA with SMS OTP/ Email OTP and integration with AD.
 - j. Bidder should provide training to the staff of the bank on various features of the solution.
- vii. **Security Information and Event Management (SIEM)**

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- a. Bank intends to implement managed SIEM solution which will be used to capture, correlate, monitor and alert all the incoming data to Bank from different source. The solution should cover all hardware at DC, DR, HO & branches (till Router/Firewall/SDWAN device)
- b. The SIEM solution log collector should be implemented at Bank's DC & DR and the data to be processed & analysed at bidder's end. The subsequent report & dashboard to be shared by bidder to the Bank.
- c. The Functional requirements of the SIEM solution are:
 - Threat Intelligence: The proposed solution should combine internal data with third-party threat intelligence feeds on threats and vulnerabilities.
 - Data Aggregation: The proposed solution should collect and aggregate data from security systems and network devices.
 - Search, Data Exploration and Reporting: The proposed solution should search vast amounts of security data without reviewing raw data and without data science expertise, should actively explore data to discover patterns and hunt for threats, create and schedule reports on important data points.
 - Analytics: The proposed solution should use statistical models and machine learning to identify anomalies and detect advanced threats, detect unknown threats, detect lateral movements within a network, and enrich the context of security alerts to make it easier to investigate and detect elusive threats.
 - Dashboards: The proposed solution should create visualizations to let staff review event data, identify patterns and anomalies.
 - Correlation, Security Monitoring and Alerts: The proposed solution should link events and related data into security incidents, threats or forensic findings, should analyze events and should send alerts to notify security staff of immediate issues.
 - Forensic Analysis: The proposed solution should enable exploration of log and event data to discover details of a security incident, with automated attachment of additional evidence organized in a situation timeline.
 - Retention: The proposed solution should store long-term historical data, useful for compliance and forensic investigations. It should have a built-in data lake technology to facilitate unlimited, low cost, long-term storage.
 - Compliance: The proposed solution should gather log data for standards like HIPAA, PCI/DSS, HITECH, SOX and GDPR and generate compliance reports. It should meet compliance and security regulations requirements, for example by alerting about security conditions for protected data.
 - Threat Hunting: The proposed solution should enable security staff to run queries on log and event data, and freely explore data to proactively uncover threats. Once a threat is discovered, it should automatically pull in relevant evidence for investigation.
- viii. Should the bank decide to increase the number of branches, the bank reserves the right to procure components/solutions at least at the same rates as this RFP, if the Bank discover rates prevailing at the future point in time are not lower than those quoted in this RFP. The bank reserves the right to regularize these rates with the vendor at the time of future procurement.
- ix. The Bidder is expected to design & implement the IP addressing schemes if required and liaise with the service providers to obtain the necessary equipment, link and all necessary permissions.
- x. The network equipment, components and hardware proposed by bidder should be rack mounted.
- xi. The bank will not take any responsibility of any assumptions made by the bidder. It is the responsibility of the bidder to ensure successful implementation of the proposed solution. The bidder is also responsible for the accuracy of the bid and bank is not liable for any errors or assumptions made by the bidder. The bidder should ensure:

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- a. Use of proven products and technologies in the project
 - b. Scalability
 - c. Flexibility
 - d. 24 x 7 Availability
 - e. Reliability – Maintain data integrity and support business continuity.
- xii. Bidder should ensure implementation of proposed products as per the scope of work.
 - xiii. Bidder must submit complete technical architecture which covers proposed solution.
 - xiv. The proposed hardware should not have end-of-support within 7 years from the date of delivery. In case, any hardware is found to be end-of-support within the period the bidder should be liable to replace the hardware with its upgraded version free of cost to the Bank. The bidder should provide the MAF from all the OEMs.
 - xv. Bidder to buy back the obsolete hardware from ACAB during hardware refresh and the commercial has to be provided separately in the Bill of Material. The hard disk of the buyback equipments have to be erased prior of removing from ACAB premises and same should be crashed. Bidder to submit written declaration regarding the same.
 - xvi. The new proposed hardware should not be declared end-of-sale by OEM at the time of delivery. If such proposed system is found to have been declared End-of-sale, the Bidder shall at its own responsibility replace the equipment with an equivalent configuration or higher configuration. Such configuration needs to be completely validated and agreed to be in compliance by the Bank's team.
 - xvii. The bidder shall ensure that the solution provided and sized by the bidder is capable of meeting the Bank's current and future transaction and business volumes for the period of next 5 years from the date of installation of the proposed solution.
 - xviii. The Bidder should provide the latest version of the Solution. The bidder would be responsible for replacing the out-of-support, out-of-service, end-of-life, undersized infrastructure elements at no extra cost to the Bank during the entire contract period of 5 Years. Replacement to be done before due date of the product/service and the intimation to be given to Bank at least one month before in case of any of the above scenario.
 - xix. The bidder shall ensure that all the proposed hardware and solutions should meet the minimum technical requirements as specified in Technical Requirements Annexure 9.1. Bidder will have to ensure proper training to the bank's team or its deputed vendor during the implementation who then will take over the daily operations from bidder post go-live. Bidder resources to help the Bank's designated support team to run daily operation for 30days post go-live. Post 30days Bank's team will take over the daily operations from bidder team. Bidder will then only be involved in resolution of L3 issues related to AMC & ATS. Bidder should also be ready to provide their expert advice during the AMC/ATS period of 5 years.
 - xx. Bidder must submit complete technical architecture which covers proposed solution. The Technical Architecture should specify -
 - a. DC & DR Infrastructure Architecture
 - b. Network & Security Architecture
 - xxi. **One Time Activities**

Migration of IT Infrastructure and application including CBS Database to the new hardware:

Migration involves one-time activities required to transfer responsibility for the migration & services, including processes, assets, facilities, technology and other knowledge to the bidder. The bidder is required to complete the migration within 3 months from the date of release of PO by the bank.

The bidder should ensure the smooth migration of the services so as to continue to meet ACAB's business requirements in a way that minimizes unplanned business interruptions. The bidder will be responsible for planning, preparing and submitting an Implementation Plan to ACAB. Bidder will fully cooperate and work with any and all ACAB's Third Party Contractors/Vendors/Consultant in a manner that will result in a

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seamless migration of Services, and such migration of Services shall be in accordance with the Migration Plan.

During the Migration Period, bidder will be responsible for implementation of the Governance Model. Bidder will identify the suitable personnel for the roles defined under the governance structure for implementation. Bidder will also be responsible for appointing its representative members to the newly established governance forums.

Bidder will have the sole responsibility for implementation of the new Bidder’s delivery organization structure. All preparation and planning for such implementation must be completed during the Migration Period.

The bidder will explain how and when it will implement the migration activities, describe how it will migrate Services from ACAB’s current environment. The Bidder will include a project plan (“Migration Project Plan”) indicating the tasks, timeframes, resources, and responsibilities associated with the transition activities. The bidder has to develop a detailed transition plan covering at least the following key areas:

a. Migration Schedules, Tasks and Activities

- Migration activities
- Operations and Support
- Maintenance

b. Resource Requirements

- Software Resources
- Hardware Resources
- Network Resources
- Facilities
- Personnel
- Other Resources

c. Relationships to Bank’s other Teams / Projects

d. Management Controls

e. Reporting Procedures

f. Risks and Contingencies- Key Risks, issues, dependencies and mitigation plans.

g. Migration Team Information

h. Migration Impact Statement

i. Review Process

j. Configuration Control

k. Plan Approval

l. Describe tools, methodologies and capabilities of the teams deployed for migration.

All Bidders are required to ensure that their framework for Migration of proposed services from ACAB IT team/current Service Provider at a minimum should include the following phases and allied activities:

Service Requirements	Description
Initiation	Kick off the migration based on the agreed migration plan
Planning	This phase takes care of all the planning activities required for successful migration of services
Execution	Execute the migration of services while ensuring near zero risk and no disruption to business
Closure	Create all the migration documents and submit to the client for review and sign off and start off with MIS & SLA reporting.

xxii. **Branch Peripherals**

- a. Bidder should supply, install, test, and maintain (both under warranty and AMC) the Desktops with operating system as specified in technical specification annexure 9.1, Dot matrix printer, Passbook Printer, Multifunctional Printer & Scanners. Bidder should provide the MAF from the OEMs.
- b. Bidder should provide on-site comprehensive three years warranty for Desktops with operating system as specified in technical specification annexure 9.1, Dot matrix printer, Passbook Printers, Multifunctional Printers & Scanners.
- c. All the parts of items would be covered under comprehensive warranty except consumable items for Printers (Ribbon, Cartridge etc.). If there is any gap between bank's requirement and OEM warranty, then it will be the responsibility of Bidder to fill up the gap.
- d. Bidder should undertake to provide maintenance support to equipment and arrange for spare parts for a minimum period of 5 years for Desktops with operating system as specified in technical specification annexure 9.1, Dot matrix printer, Passbook Printers, Multifunctional Printers & Scanners etc. from the date of its supply (i.e., 3 years comprehensive warranty and 2 years comprehensive AMC with next business day support). Comprehensive annual maintenance contract has to be entered into separately with ACAB for this purpose.
- e. Bidder will generate the configuration/specification report of the Desktops with operating system as specified in technical specification annexure 9.1, Dot matrix printer, Passbook Printers, Multifunctional Printers & Scanners and present the printout of same along with installation report to bank for their verification & signatures.
- f. Obtaining of the Road permits, form, other security forms, etc. will be the sole responsibility of the successful bidder. However, bank will sign the necessary forms as purchaser, as per the requirements.
- g. Bidder to buy back the obsolete hardware from ACAB during hardware refresh and the commercial has to be provided separately in the Bill of Material. The hard disk of the buyback equipments have to be erased prior of removing from ACAB premises and same should be crashed. Bidder to submit written declaration regarding the same.
- h. All the supplied hardware should be Interoperable, IPv6 ready and in compliance with the policies/guidelines issued by Gol in this regard. Also, the bidder is to quote/ propose only one make/ model against the respective item.

4. Project Timelines

The Bidder is required to adhere to the project timelines mentioned below:

SI No	Milestones	Activity	Timeline			
			1M	2M	3M	5 years (Post Go-live)
1	On boarding of Project Team	The project team should be mobilized and on-boarded within 1 months from the release of PO by the bank.				
2	Solution Implementation	The proposed solution should be deployed at DC, DR, HO & Branches within 3 months of release of PO by the bank.				
3	Go-live, Training & handover to support team of bank	Training & Handover should be completed within 3 months of release of PO by the bank.				
4	AMC & ATS Support post go-live of new	AMC & ATS support of implemented Hardware/Solutions				

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SI No	Milestones	Activity	Timeline			
			1M	2M	3M	5 years (Post Go-live)
	solution					
5	AMC/ATS of old solution	AMC/ATS of solution already available with Bank (5 year from the date of completion of present running AMC/ATS)				

The Bidder should note that the installation of tools must not impact the functioning of the Bank's existing solutions.

The project is for a period of 5 (Five) years from the date of signing of agreement or go-live of hardware/solution whichever is later. The Scope of Work to be executed within this period is as per the Scope of Works at Section 3, and other terms and conditions of the RFP, as applicable.

5. Payment Terms

The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed. Any deviation from the proposed payment terms would not be accepted. In case of delays or defaults on the part of the Bidder, the Bank shall have the right to withhold payment of the effected product and/or service due to the Bidder or withhold the payment of the disputed amount. Such withholding of payment shall not amount to a default on the part of the Bank.

ACAB will release payment within 45 days of receipt of Invoice and along with all other required documents for all undisputed cases. In case of any disputed amount, the payment will be released within 45 days of resolution of the dispute.

The scope of work is divided in different areas and the payment would be linked to delivery, acceptance, and signoff by the respective Bank official of each area as explained below with reference to the Annexure 9.9 – "Commercial Bill of materials".

The bidder shall raise any invoices only after sign off for the related deliverables/Services.

The component wise payment will be as mentioned below:

- i. Hardware Cost
 - a. 50% of the delivered hardware cost would be payable on delivery.
 - b. 20% of the hardware cost would be payable on post installation.
 - c. 20% of the hardware cost would be payable after Go-live on production environment.
 - d. 10% of the cost would be payable on completion of 3 months from the date of successful setting up of the tools and sign off by the bank.
- ii. Hardware & software implementation/ installation cost
 - a. Implementation/installation cost will be paid after 30 days of successful implementation, sign off and acceptance by the bank.
- iii. Software License cost
 - a. 70% of the license cost will be paid on delivery of licenses of applications, installation and after sign-off from the bank
 - b. 30% of the license cost will be paid after successfully go live and setting up of the application and sign off by the bank.
- iv. AMC & ATS Cost of Hardware/ Software

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- a. ATS & AMC cost for Hardware will be paid half yearly in arrears.
- b. ATS/AMC documents for in-scope software and hardware from the OEM for service and support have to be provided to the bank. Payment will be made on submission of these document.

6. Eligibility and Evaluation Process

6.1 Eligibility Criteria

Sl. No.	Eligibility Criteria	Documents Required
General		
1	The bidder must be a Government Organization / PSU / PSE or a Public / Private Limited Company or a partnership firm incorporated in India	Certificate of Incorporation and other Documentary evidence to be attached
2	Bidder should be in existence for five years as on the date of the RFP. (In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be taken into account)	Adequate documentation like registration, certificate of incorporation, Article / Memorandum of association etc. Name change and date of establishment docs, ROC document
3	The bidder should have never been blacklisted / barred / disqualified by any regulator / statutory body in India.	Self-declaration to this effect should be submitted
4	The bidder should have ISO 9001:2008, ISO 27001:2013	Copy of the relevant certificates or Assessment certificate from Auditing agency.
Financial		
5	The bidder should have a minimum annual turnover of INR 150 Cr for each of the last 4 financial years (2020-2021, 2021-2022, 2022-2023, 2023-2024) exclusively from their Indian operations.	Audited Balance Sheet along with independent auditor's report for the last four financial years. For FY 2023-24 the provisional P&L and balance sheet figure certified by the independent auditor will be accepted.
6	The bidder should be a Profit-making company (after tax) for 3 out of last 4 financial years (2020-2021, 2021-2022, 2022-2023, 2023-2024) from the India operations.	Profit and Loss Account Statement along with independent auditor's report for the last four financial years. For FY 2023-24 the provisional P&L and balance sheet figure certified by the independent auditor will be accepted.
7	The bidder should have positive net worth in last four financial years (2020-2021, 2021-2022, 2022-2023, 2023-24).	Audited Balance Sheet and Profit and Loss Account Statement along with independent auditor's report for last four years. For FY 2023-24 the provisional P&L and balance sheet figure certified by the independent auditor will be accepted.
Experience and Service Capability		
8	The bidder should have prior experience of delivery, integration, installation and service in DC/DRC IT infrastructure components (Servers, Storage, Network Switch/Router, SD-WAN, WAF, PIM/PAM, SIEM, DLP, EMS) in at least two (2) scheduled commercial banks/Private Bank/RRB/cooperative Banks in India in	Credentials from clients in form of Purchase Orders / Contract Agreement / Credential Letters etc. has to be provided against each proposed hardware/solutions along with counts.

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	<p>last Seven years.</p> <p>Note: If the bidder does not have a single credential mentioning all components in a bank, bidder is free to provide credentials from at least 2 (two) banks for each component</p>	
9	<p>The proposed hardware/solutions (Servers, Storage, Network Switch/Router, SD-WAN Implementation, WAF, PIM/PAM, SIEM, DLP, EMS) should have been installed in at least 2 scheduled commercial banks/Private Bank/RRB/cooperative banks in India and running satisfactorily as on date of bid submission.</p> <p>Note: If the bidder does not have a single credential mentioning all components in a bank, bidder is free to provide credentials from at least 2 (two) banks for each component</p>	<p>Credentials from clients in form of Purchase Orders / Contract Agreement / Credential Letters etc. has to be provided.</p> <p>Creds from hardware/solutions OEMs will also be accepted.</p>
10	<p>The proposed SDWAN solution should be implemented in at least 2500 branches of one or multiple bank(s) across India</p>	<p>Certification to be provided by OEM on its letter head signed by the authorised signatory along with bank details</p>
11	<p>The bidder should have at least 3 certified resources for each of the OEMs of which hardware are being proposed as part of bid.</p>	<p>Relevant Certifications to be furnished as part of bid.</p>
12	<p>The bidder may be the OEM or its authorised partner. Subcontract is allowed only for branch peripherals support. However, the bidder will be the single point of contact for the bank and will be solely responsible for the ownership of the overall project.</p>	<p>In case of authorised partner, MAF from all the proposed Hardware/solutions OEMs to be provided.</p>
13	<p>The OEM of the proposed hardware/solution should have support center and warehouse (for Hardware) in India.</p>	<p>Relevant document to be produced in OEM letter head or details should be publicly available in OEM websites.</p>
14	<p>The bidder/subcontractor should have prior experience of supply, installation and maintenance of Desktop, Dot matrix printer, Passbook printer, Multifunctional printer & Scanner in at least one bank during the last 3 years</p>	<p>Credentials from clients in form of Purchase Orders / Contract Agreement / Credential Letters etc. has to be provided.</p>

Note: Consortium is not allowed and subcontractor is allowed only for branch peripherals

6.2 Objective of Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective and right fit solution at a competitive price. The evaluation by ACAB will be undertaken by an Internal Committee formed by the Bank. The bank may consider recommendations made by External Experts/ Consultants on the evaluation. The decision of the committee shall be final.

Each recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of solution, not limited to those selection criteria set out in this RFP document.

Through this RFP, Bank aims to select a bidder/ application provider who would undertake delivery, implementation, and post implementation support of the required solution. The bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP.

6.3 Normalization of Bids

The Bank will go through a process of technical 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 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 for scrutiny. The Bank can repeat this normalization process at every stage of technical evaluation till the Bank is reasonably satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the technically short-listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this 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.

ACAB may drop any solution or hardware during normalization period prior to finalization of order or delay its procurement at Bank's sole discretion.

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

6.4 Technical Evaluation Process

Initially only the 'Technical Bids' will be opened and evaluated. All technical bids will be evaluated, and a technical score would be arrived at.

In second stage, only those bidders, who have qualified in the technical evaluation, shall be invited for commercial evaluation.

6.4.1 Preliminary Examination of Offers

The Bank will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective bidders. The Bank plans to, at its sole discretion, waive any minor non- conformity or any minor deficiency in an offer. The Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

6.4.2 General Eligibility Criteria

ACAB shall scrutinize the Eligibility bid submitted by the bidder. A thorough examination of supporting documents to meet each eligibility criteria (section 6.1) 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.

6.4.3 Technical Bid Evaluation Criteria

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. ACAB may seek clarifications from any or each bidder as a part of technical evaluation. All clarifications received within the stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the bidder.

The proposal submitted by the bidders shall, therefore, be evaluated on the following criteria -

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Parameter	Maximum Score
Technical Requirements Evaluation	30
Bidder's capability & experience	30
Bidder's Financial Stability	10
Certifications	10
Technical Presentation	20
Total	100

Bidders scoring a minimum score of 70% i.e., an overall score of 70 marks or more will be declared technically qualified.

Detailed Technical Evaluation Parameters -

S. No.	Technical Evaluation	Evaluation Approach
1	Compliance to Annexure 9.1 – Technical requirements	<p>➤ The Bidder is required to submit the compliance to Annexure 9.1- Technical requirements and terms & conditions of the RFP. (Maximum Marks 30)</p> <p>Note:</p> <ul style="list-style-type: none"> • Deviations and non-conformance to requirements in the RFP shall be penalized • Unreasonable scope limitations which defeat the purpose of this RFP shall lead to reduction in scores or even possibility of disqualification of the bidder. This will be at the sole discretion of the Bank • All hardware solutions should fully comply with technical specifications mentioned in Annexure 9.1 <p>The total marks of the annexure will be scaled down on a scale of 30 marks.</p>
2	Bidder's capability and experience	<p>➤ The bidder should have prior experience of delivery, integration, installation and service in DC/DRC IT infrastructure components (Servers, Storage, Network Switch/Router, SDWAN, WAF, PIM/PAM, SIEM, DLP, EMS) in at least two (2) scheduled commercial banks/Private Bank/RRB/cooperative Banks in India in last Seven years. (Maximum marks 20):</p> <ul style="list-style-type: none"> • two (2) Banks in India in last seven years. (10 marks) • More than two, less than 5 Banks in India in last seven years. (15 marks) • More than or equal to 5 Banks in India in last seven years. (20 marks) <p>Bidder is required to share the relevant supporting document i.e. Relevant credential letters or Purchase Order with the Bank's confirmation on having executed the PO to satisfaction.</p> <p>➤ The proposed SDWAN solution should be implemented in at least 2500</p>

		<p>branches of one or multiple bank(s) across India (Maximum marks 10)</p> <ul style="list-style-type: none"> • 2500 branches of one or multiple bank(s) across India (7 marks) • More than 2500 branches of one or multiple bank(s) across India (10 marks) <p>Certification to be provided by OEM</p>
3	Bidder's Financial Stability	<p>➤ Bidder's Financial Stability (Maximum marks 10):</p> <p>The bidder should have a minimum annual turnover of INR 150 Cr for each of the last 4 financial years (2020-2021, 2021-2022, 2022-2023, 2023-24) exclusively from their Indian operations. (10 marks)</p> <ul style="list-style-type: none"> • 150 – 200 Crores (7 marks) • More than 200 Crores (10 marks)
4	Certifications	<p>➤ The bidder should have at least 3 certified resources for each of the OEMs of which hardware and solutions are being proposed as part of bid. (Maximum marks 10)</p> <ul style="list-style-type: none"> • 3 certified resources for each OEM (7 marks) • More than 5 certified resources for each OEM (10 marks)
5	Technical Presentation	<p>All eligible bidders will be required to make presentations to supplement their bids, showcase overall solution proposed. The bank will schedule presentations and the time and location will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to the bank may result in rejection of the proposal.</p> <p>Bidder is expected to demonstrate the implementation methodology, Project timelines with detailed execution plan, support mechanism as per the RFP requirements. Bank will schedule the technical presentation and the time and location shall be communicated to the bidders. (Maximum Marks 20)</p>

6.5 Commercial Bid Evaluation

It may be noted that commercial bids will be subjected to following evaluation process -

- Only those bidders meeting the eligibility criteria will be considered for further stages of evaluation. Only those bidders scoring 70% (70marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation.

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid is set out in Annexure 9.9 - "Commercial Bill of Material". The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid. The Bank will determine whether the Commercial Bids are complete, unqualified, and unconditional. The technically qualified bidders will be required to participate in the commercial bid opening. Omissions, if any, in costing any item shall not entitle the Bidder 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.

Commercial Bid Evaluation Considerations

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

1. If there is a discrepancy between words and figures, the amount in words shall prevail.

2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
3. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of bank, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail.
4. 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 totalling the line items in the Bill of Materials will prevail.
5. 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.
6. If there is a discrepancy in the total, the correct total shall be arrived at by bank.
7. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
8. 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.
9. During the process of technical/commercial evaluation, if bank decides to withdraw any collateral item offered in the proposal, the commercial value of that item will be reduced from the commercial offer of all the bidders and TCO will be recalculated accordingly.
10. 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.
11. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
12. The bank shall not incur any liability to the affected bidder on account of such rejection.
13. The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

7. Evaluation Mechanism

The bidders fulfilling the eligibility criteria will be considered for technical evaluation. Technical Bids will be opened and evaluated. Only those bidders scoring 70% (70marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation. The bidder with the lowest commercial bid shall be declared L-1.

In case of tie-up in Techno-Commercial evaluation score, the bidder scoring highest technical score will be declared L-1 bidder.

Bidder who is declared L1 may be called for negotiation before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other bidder.

The Bank reserves the right to float the RFP again. The Bank shall not incur any liability to the bidder(s) on account of reissue of RFP. Bank shall not be obliged to inform the bidder(s) of the grounds for the Bank's rejection. The Bank reserves the right to modify any items of the scope of the RFP. The RFP may be reissued on account of following:

- a) If none of the bidders qualify in the technical bid evaluation.

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- b) If only one bidder qualifies in the technical bid evaluation.
- c) If selected bidder fails to execute the Agreement within the time limit stipulated. Any decision in this regard by Bank shall be final, conclusive, and binding on the bidders.

Bank may call upon the ultimate short-listed bidder to make a detailed presentation to the Board of Directors of the Bank.

The L-1 vendor shall be decided on the basis of the Techno-Commercial evaluation as mentioned in the RFP document.

The bidder should quote costs for all the lines items as per commercial bid. The cost quoted also includes the cost of deliverables for all the phases of the Project.

If any vendor fails to quote against any of the services sought by the Bank, it will be presumed by the Bank that the cost of such items is included in the overall cost and will not accept any plea or excuse from the vendors later and such services have to be provided to the Bank without any extra cost along with all other services.

8. Instructions to the Bidders

8.1 Two- Bid System Tender

- i. Bidders are required to submit the Eligibility Bid, Technical Bid and Commercial bid in physical form as per the submission timeline. The Language of Bid should be in English.
- ii. The bidder will take care of submitting the Bid properly filled so that the papers are not loose. The Bids, which are not sealed as indicated above, may be liable for rejection.
- iii. The tender not submitted in the prescribed format or incomplete in any aspect is liable for rejection. The Bank is not responsible for non-receipt of bid within the specified date and time due to any reason including postal delays or Holidays.

8.2 Submission of Technical Bid

- i. The Bidders shall submit the Technical Bid in sealed envelope. The envelope containing technical bid shall be marked as "TECHNICAL BID FOR SELECTION OF VENDOR FOR SUPPLY, INSTALLATION AND SUPPORT OF SERVERS, STORAGE, SDWAN, PIM/PAM, SIEM, NETWORK AND SECURITY COMPONENTS / SOLUTION, BRANCH PERIPHERALS FOR REFRESHMENT OF EXISTING INFRASTRUCTURE IN DC, DR, HO & BRANCHES".
- ii. If above bid is found not properly sealed, the bid is liable for rejection.
- iii. All the formats need to be filled in exactly as per the pro-forma given in the Annexures and any deviation is likely to cause rejection of the bid.
- iv. The Bank shall not allow/permit changes in the technical specifications once it is submitted.
- v. The offer may not be evaluated by the Bank in case of non-adherence to the format or partial submission of technical details as per the format given in the RFP.
- vi. Non-submission or partial submission of the information along with the offer may result in disqualification of the bid of the concerned bidder.
- vii. The Technical Bid must not contain any price information.
- viii. The Technical Bid shall comprise of -
 - a. Covering letter in Company's letter head duly signed by authorized signatory with name, title and seal (Copy of Power of attorney to be submitted)
 - b. Bid Form (Annexure - 9.2)
 - c. Bidder's Information (Annexure - 9.3)
 - d. Confirmation to Eligibility Criteria
 - e. Letter of Confirmation (Annexure-9.4)

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- f. Bidder's proposed methodology/approach for providing services to the bank with respect to the scope of work.
 - g. Documents as required under eligibility criteria and technical evaluation criteria
 - h. Letter of Conformity with Hardcopy (Annexure - 9.5)
 - i. Manufacturer's Authorization Form (Annexure - 9.6)
 - j. Non-Disclosure Agreement (Annexure – 9.10)
 - k. Masked Commercial Bill of Material (Annexure - 9.9)
 - l. Other documents / information as requested in this RFP
- ix. 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.
 - x. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. All pages of the Bid except for un-amended printed literature shall be numbered serially and initialled and stamped by the person or persons signing the bid.
 - xi. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
 - xii. Soft copy (in CD/Pen drive) of complete technical bid shall also be submitted along with hard copy.
 - xiii. In addition to the above marking, each envelope must be super-scribed with the following information:
 - a. RFP Reference Number.
 - b. Name and Address of Bidder.
- This will enable the Bank to return the bid unopened in case it is declared unacceptable for any reason whatsoever.
- xiv. If any inner envelope is found to contain both technical and commercial bids, then that bid will be rejected summarily.
 - xv. Telex, Cable, Facsimile or E-mail Bids will not be accepted.

8.3 Submission of Commercial Bid

- i. The Bidders shall submit the Commercial Bid in sealed envelope. If above bid is found not properly sealed, the bid is liable for rejection. The envelope containing commercial bid shall be marked as "COMMERCIAL BID FOR SELECTION OF VENDOR FOR SUPPLY, INSTALLATION AND SUPPORT OF SERVERS, STORAGE, SDWAN, PIM/PAM, SIEM, NETWORK AND SECURITY COMPONENTS / SOLUTION, BRANCH PERIPHERALS FOR REFRESHMENT OF EXISTING INFRASTRUCTURE IN DC, DR, HO & BRANCHES".
- ii. The Commercial Bid must contain duly filled Annexure 9.9: "Commercial Bill of Material" in hard copy along with 1 Compact disk (CD) containing the soft copy of Annexure 9.9: "Commercial Bill of Material".
- iii. The bidder should certify that the contents of the CDs are the same as that provided by way of hard copy. Letter format for the Bidder's declaration is given in Annexure 9.5: "Letter of Conformity with Hardcopy"
- iv. Please note that if any envelope is found to contain both technical & commercial offer, then that offer will be rejected outright.
- v. The envelope must be super-scribed with the following information:
 - a. RFP Reference Number.
 - b. Name and Address of Bidder.

8.4 Non-Transferable Tender

This tender document is not transferable. Only the bidder who has submitted the necessary RFP price will be eligible for participation in the evaluation process.

All the terms and conditions mentioned in the RFP will be binding on all the bidders and will also form a part of the contract, to be signed with the successful bidder on the outcome of this tender process.

8.5 Liquidated Damages, Penalties & termination on default

- i. Penalty will be charged @0.5% of the order value of the contract for the per week delay in delivery & installation of the hardware/software subject to maximum 10% of the order value. Thereafter, the Bank shall issue notice of termination, and cancel the contract on completion of one month of notice, and also invoke the BG/PBG. The Bank may initiate proceedings against the Bidder for Blacklisting etc.
- ii. The bidder shall ensure that replacement of the hardware components by Next Business Day (NBD) in case a hardware component is malfunctioning or down during the AMC period. In case the issue is not resolved beyond the stipulated timeline a penalty of 2% of the annual warranty/AMC of that component will be levied per day. Amount of penalty as per above clauses will be recovered/adjusted while making payment of AMC for all equipment and add on components covered under the maintenance contract. In case of non-renewal of AMC, vendor will submit an unconditional undertaking to pay the pending penalty amount or damages immediately after demand from Bank.
- iii. In case any software related issue is not resolved within 48-72 hours of reporting, then a penalty of 2% of the annual ATS cost of that software will be levied per day. Amount of penalty as per above clauses will be recovered/adjusted while making payment of ATS for all software and add on components covered under the maintenance contract. In case of non-renewal of ATS, vendor will submit an unconditional undertaking to pay the pending penalty amount or damages (if any) immediately after demand from Bank.
- iv. The Bank shall be in its right to terminate the Contract in case of non-performance of the Bidder as per the terms of the contract, and or other conditions for termination on default as mentioned in the RFP, including termination on the grounds of insolvency etc.
- v. However, such penalties, liquidated damages and termination shall not be invoked in case the cause of action for completion of an activity/situation is pending with the Bank, such as sign off, clearances, site readiness, deployment of the Bank's resources, clearance on the procedures etc.
- vi. In case of liquidation of the selected bidder, bank has the right to execute the contract with the sub-vendors or any other compatible vendor and make the payment directly for smooth running of the Project.

8.6 Force Majeure

- i. The Bidder shall not be liable for forfeiture of its EMD, invocation of his Performance Bank Guarantee, levy of liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of Force Majeure.
- ii. For purposes of this Clause, "Force Majeure" means an unforeseeable event beyond the control of the Bidder and not involving the Bidder's fault or negligence. Such events shall include, but are not restricted to, acts of the Government in its sovereign capacity, earthquakes, riots, war or revolutions, fires, floods, epidemics, quarantine restricts and freight embargoes.
- iii. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof within a period of 7(seven) days from the date of happening of such an event requiring invocation of this force majeure clause. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performances.

8.7 Confidentiality

Information relating to evaluation and recommendations of the proposals for awarding contract shall not be disclosed to persons not officially concerned with the process, until the successful bidder is selected and notified that the contract has been awarded.

8.8 Confidential Information

During the course of the discussions herein, each party may disclose to each other Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information as disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") or any of its employees or agents of the Receiving Party, except such information as is: -

- i. Previously known to the Receiving Party at the time of disclosure, or
- ii. Independently developed by the Receiving Party and not derived from the Confidential Information supplied by the Disclosing party or
- iii. The participation of individuals who have had access to Confidential Information, disclosed to the Receiving Party by a third party without an obligation or confidentiality or
- iv. In or subsequently comes into the public domain (other than as a result of a breach of this RFP);
- v. Required to be disclosed by the Receiving party by law, regulation, court order or other legal process.

The Receiving Party shall hold such Confidential Information in strict confidence for the Disclosing Party and shall not use it except in furtherance of the relationship set forth in this RFP and subsequently the LOI and the PO, or except as it may be authorized by the Disclosing Party in writing. The Receiving Party shall further be responsible for the compliance of the foregoing by its employees or agents.

8.9 Documentation

The selected Bidder will be responsible for documenting all studies carried out for the Bank. This documentation must include business/functional requirements, process flow, data flow and database administration at various levels, legacy system interface requirements, program and process modifications, modification implementation dates, and connectivity requirements. These documentations, with version control, must be made available to the Bank for periodic inspection.

8.10 Expenses

It may be noted that Bank will not pay any amount / expenses / Charges / Fees / Travelling Expenses / Boarding expenses/ Logging Expenses / Conveyance Expenses / out of Pocket Expenses other than the agreed professional fees.

8.11 Applicable Law and Jurisdiction of Court

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Guwahati (with the exclusion of all other Courts).

8.12 Arbitration & Resolution of Dispute

- i. The Bank and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- ii. If, within 30 (thirty) days from the commencement of such informal negotiations, parties are unable to resolve dispute amicably, either party may approach for resolution by Arbitrator mutually agreeable to both the parties. The decision of the Arbitrator shall be final and binding on both the parties in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.
- iii. All Arbitration proceedings shall be held at Guwahati and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.13 Cancellation of Contract and Compensation:

The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the bank on the following circumstances: -

- i. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- ii. The bidder goes into liquidation voluntarily or otherwise.
- iii. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- iv. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- v. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is canceled.

8.14 Erasures or Alterations

The offers containing unauthenticated erasures or alterations will not be considered. Therefore, there should be no unauthenticated handwritten material, corrections, or alterations in the offer. If such unauthenticated erasures or alterations are present these should be initiated by the person or persons authorized for signing the bid. Any deviation may lead to the rejection of the bid.

8.15 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Bidder is expected to examine all instructions, annexures, scope of the system integration services, terms and conditions etc. in the bidding documents. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in any aspect will be at the Bidder's risk and may result in the rejection of its bid.

8.16 Clarification of RFP

A prospective bidder requiring any clarification of the RFP may notify the Bank in writing, by email at the Bank's mailing address indicated in the Request for Proposal (RFP). The Bank will respond in writing to any request for clarification of the RFP which it receives prior to the date mentioned for query.

8.17 Replacement & Withdrawal of Bid

The Bidder may replace or withdraw its bid after the bid's submission, provided that written notice of the substitution or withdrawal of the bids is received by the Bank prior to the deadline prescribed for submission of bids.

The Bidder's substitution or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provision. A withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

No bid can be modified subsequent to the deadline for submission of Bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of the bid during this interval may result in the Bidder's forfeiture of its Bid security (EMD), pursuant to Clause - 2.10.

8.18 Non-Payment of Professional Fees

If any of the items/activities as mentioned in the price bid and as mentioned in Annexure 9.9 - "Commercial Bill of Material" are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the vendor in the Price Bid against such activity/item.

8.19 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

8.20 Limitation of Liability

The aggregate liability of the vendor in connection with this Agreement, the services provided by the bidder for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any and all liability shall be the actual limited to the extent of the total contract value.

8.21 Indemnity

The bidder shall, at its own cost and expenses, defend and indemnify the bank against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from the performance of the contract.

The bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If the bank is required to pay compensation to a third party resulting from such infringement etc., the bidder will bear all expenses including legal fees.

Bank will give notice to the bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.

The bidder shall also be liable to indemnify the bank, at its own cost and expenses, against all losses/damages, which bank may suffer on account of violation by the bidder of any or all applicable national/ international trade laws. This liability shall not ensue if such losses/ damages are caused due to gross negligence or willful misconduct by the bank or its employees.

8.22 Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFP.

The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.

If a third party's claim endangers or disrupts bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to bank, (i) obtain a license so that bank may continue use of the Deliverables in accordance with the terms of this RFP.

Bidder shall indemnify and keep fully and effectively indemnified ACAB from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or in respect of any other services rendered under this RFP.

8.23 Patent Right

The Bidder shall indemnify the bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, Software package or any part thereof in India and abroad.

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 fees. Bank will give notice to the Bidder of such claims, if it is made, without delay.

Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

8.24 Bidder's Integrity

The bidder is responsible for and obliged to conduct all contracted activities in accordance with the contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

8.25 Bidder's Obligations

The bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The bidder is responsible for managing the activities of its personnel or its representatives and will hold itself responsible for any misdemeanors. The bidder is under obligation to provide system integration services as per the contract.

The bidder will treat as confidential all data and information about the Bank, obtained in the execution of their responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

8.26 Information Ownership

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

8.27 Use of Contract Documents and Information

The bidder shall not, without the Bank's prior written consent, disclose the Contractor any provision thereof or any specification, plan, drawing, pattern or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence & shall extend only as far as may be necessary for purposes of such performance.

The bidder shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.

Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the bidder's performance under the Contract if so required by the Bank.

8.28 Termination for Convenience

The Bank, by written notice sent to the bidder, may terminate the Contract with a notice of 3 months, 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 work under the Contract is terminated and the date upon which such termination becomes effective.

8.29 Effect of Termination

The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services. The reverse transition phase shall be completed within 3 months.

The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this RFP. In case the bank wants to continue with the Bidder's services after the completion of this contract then the Bidder shall offer the same or better terms to the Bank. Unless mutually agreed, the rates shall remain firm.

The bidder agrees that the Bank at any point of time during tenure of contract may return/discontinue any of the Deliverables/services in whole or part thereof offered under this RFP. The Bank shall not be liable to make any payment in respect of the Deliverables/services returned in whole or part thereof.

8.30 Handover & Transition of Services

The following shall be covered as a part of the handover & transition of services at the end of contract period or in the event of termination:

1. If any other agency or service provider is selected by bank for providing in-scope services, the Bidder selected through this RFP shall provide support for necessary handholding, transition, sharing of information, configuration details and ATP documents and other related support to the complete satisfaction of the bank. In case, if ACAB observes the lack of willingness to manage transit/ sharing of information or lack of support from the Bidder (selected through this RFP), the bank shall have an absolute discretion to impose penalties and make appropriate deductions from its billing or any other payables to the Bidder.
2. Bidder shall provide the termination/expiration assistance, regardless of the reason for termination or expiration. Six (6) months prior to the expiration of the term, or upon Bidder's receipt of notice of termination of this contract for any reason, or six (6) months prior to the cessation of any service, and at bank's request, Bidder shall provide to bank the staff and transition services necessary for bank to affect an orderly transition to bank or to a third party designated by bank
3. The Bidder shall provide the necessary transition for the period of 6 months. However, this period of transition could vary depending on the need of bank and the same shall be communicated to the Bidder.
4. During transition phase, the Bidder shall not change or remove their key resources deployed at bank to enable the successful transition. In case, such instances occur, bank shall have right to penalize the Bidder appropriately.
5. During transition phase, the Bidder shall deploy a dedicated transition resources to enable the successful transition.
6. The ownership of the assets (including soft and hard components existing and procured through this RFP) except for those which are taken as a service, at any point of time during the term of the contract or expiry of the contract, shall remain with bank. In addition, any information/ data gathered or generated by the Bidder during the term of the contract shall be the property of bank and the same shall be handed over to bank in native format at the end or termination of the contract; and
7. During the contract period, the Bidder shall ensure that all the documentation including diagrams, policies, procedures, configuration documents, procurement documentation, original license and all other documents in relation to the works as per the agreed terms are kept up to date and all such documents shall be handed over to bank during the exit management process.

In case bank decides to withdraw any services/components from the scope of work during the contract period, the Bidder has to facilitate the transition of that service/components in compliance with the above Clauses.

8.30.1 Transfer of Documents

The Bidder shall promptly on the commencement of the exit management period supply to bank or its nominated Bidder(s) the following:

1. Information/details relating to the current services rendered; and
2. ATP Documents, configuration details and documentation relating to intellectual property rights

The Bidder shall provide uninterrupted services on existing terms and conditions till an acceptable alternate solution is agreed by bank.

Before the expiry of the exit management period, the Bidder shall deliver to bank or its nominated service provider or any other agency all new or updated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the Bidder shall be permitted to retain one copy of such materials for archival purposes only.

8.30.2 Transfer of Agreements

On request by bank or its selected service provider or any other agency, the Bidder shall affect such assignments, transfers, innovations, licenses and sub-licenses in favor of bank or its nominated service provider or any other agency, in relation to any equipment lease, maintenance or service provision agreement between the Bidder and selected service provider or any other agency, and which are related to the services and reasonably necessary for the carrying out replacement services.

8.31 Addition or Deletion of Qualified Offerings

Both the 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 recognize that from time-to-time hardware and software products that are provided as part of Bidder's services will be upgraded or replaced as technology evolves. 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 changes(s) to the agreed scope of work, services, deliverables, and schedules. The successful Bidder shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The successful Bidder shall carry out such services as required by the Bank at mutually agreed terms and conditions.

The successful 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 successful 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 services categories or amend this contract.

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

9. Annexures

9.1 Technical Specification

The format for Functional and Technical Requirements is attached separately as a file “Annexure 9.1- Technical Requirements” with the copy of the RFP document.

9.2 Bid Form

To,
The Managing Director
Assam Co-operative Apex Bank Ltd. Head Office, Pan Bazar
Guwahati – 781001

Having examined the RFP (REF NO.: ACAB/HO/IT/HW/2024/408 dated 13/07/2024) including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver services in conformity with the said RFP and in accordance with our proposal and total cost indicated in the Commercial Bid and made part of this bid.

We undertake, if our bid is accepted, to deliver services and complete the project in accordance with the scheduled timelines.

If our bid is accepted, we will provide the guarantee of a Bank in a sum equivalent to 10% of the contract price for the due performance of the Contract in the form prescribed by the Bank.

We agree to abide by this bid for the period of 180 days from the date fixed for Technical bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with the bank's written acceptance thereof and bank's notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that the bank is not bound to accept the lowest or any bid the bank may receive.

Place:

Dated: this day of 2024.

----- (Signature) (In the Capacity of)

Duly authorized to sign bid for and on behalf of

(Name & Address of Bidder)

9.3 Bidder's Information

Name of the Bidder	
Constitution & Year of Establishment	
Registered Office/Corporate office Address	
Mailing Address	
Name and designations of the persons authorized to make commitments to the Bank	
Telephone: Fax: e-mail:	
Name & Addresses of Directors/Promoters	
Details of Organization Structure	
Description of business, service profile & client profile	
Gross annual turnover of the bidder (not of the group): Amount in INR Crore 2020-21: 2021-22: 2022-23: 2023-24:	
Profit (PAT) of the bidder (not of the group): Amount in INR Crore 2020-21: 2021-22: 2022-23: 2023-24:	
Net Worth of the bidder (not of the group): Amount in INR Crore 2020-21: 2021-22: 2022-23: 2023-24:	
Permanent Account Number	
GST Number	

DECLARATION

We hereby declare that the information submitted above is complete in all respects and true to the best of our knowledge. We understand that in case any discrepancy or inconsistency or incompleteness is found in the information submitted by us, our application is liable to be rejected.

Place

Date:

SEAL

(Authorized Signatory)

9.4 Letter of Confirmation

To,
The Managing Director
Assam Co-operative Apex Bank Ltd. Head Office, Pan Bazar
Guwahati – 781001

Dear Sir,

We confirm having submitted the Bid and annexures in accordance with the said RFP. The details submitted by us are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, Assam Co-operative Apex Bank has the right to summarily reject the proposal and disqualify us from the process.

We confirm that we will abide by the conditions mentioned in the Tender Document (RFP and annexure) in full and without any deviation.

We, hereby acknowledge and confirm, having accepted that the Bank can at its absolute discretion, apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidders.

We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

We also confirm that we have not been blacklisted by any Govt. Department/ PSU/PSE or Banks or otherwise not involved in any such incident with any concern whatsoever, where the job undertaken/performed and conduct has been questioned by any authority, which may lead to legal action.

Place:

Date:

SEAL

(Authorized Signatory)

9.5 Letter of Conformity with Hard copy

Conformity with Hardcopy Letter

REF NO.: ACAB/HO/IT/HW/2024/408 dated 13/07/2024

Date: _____

To,
The Managing Director
Assam Co-operative Apex Bank Ltd. Head Office, Pan Bazar
Guwahati – 781001

Dear Sir,

Sub: SELECTION OF VENDOR FOR DELIVERY, IMPLEMENTATION AND SUPPORT OF COMPUTE & STORAGE, NETWORK AND SECURITY COMPONENTS, BRANCH PERIPHERALS AND SOLUTIONS FOR REFRESHMENT OF EXISTING INFRASTRUCTURE IN DC, DR, HO & BRANCHES

Further to our proposal dated _____, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "**RFP**") issued by Assam Co-operative Apex Bank Ltd. ("**Bank**") we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Signature

Name:

Designation:

9.6 Manufacturer's Authorization Form (MAF)

Note: This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

RFP Reference: REF NO.: ACAB/HO/IT/HW/2024/408 dated 13/07/2024

Date: __/__/2024

To,

The Managing Director
Assam Co-operative Apex Bank Ltd. Head Office, Pan Bazar
Guwahati – 781001

Dear Sir,

Sub: RFP no. REF NO.: ACAB/HO/IT/HW/2024/408 dated 13/07/2024

We who are established and reputable manufacturers/ producers of _____ having factories/ development facilities at (address of factory/ facility) do hereby authorize M/s _____ (Name and address of the bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

Such Products as the Bank may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and in the event of termination of production of such Products:

Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

We further certify that, in case the authorized distributor/ system integrator is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items by ourselves or through alternate & acceptable service provider.

Place:

Date:

Seal and signature of the OEM

9.7 Format for Bank Guarantee for Performance Security

From a Scheduled Commercial Bank's Branch in ____

(On a Non-Judicial Stamp Paper of Value Rs.100)

FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

THIS GUARANTEE AGREEMENT executed at ----- this ----- Day of -----.

BY ----- Bank, incorporated under the provisions of the Indian Companies Act 1956, having our Registered Office at ----- (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF

The Assam Cooperative Apex Bank Limited, a co-operative bank having its registered office at Panbazar, Guwahati, Assam - 781001 and having its Branch Office amongst other places (hereinafter called "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. WHEREAS, Bank called for the bids for delivery, implementation and support of compute & storage, network and security components, branch peripherals and solutions for refreshment of existing infrastructure in DC, DR, HO & Branches for the Bank vide REF NO.: ACAB/HO/IT/HW/2024/408 dated 13/07/2024 -----, having its registered office at -----, (hereinafter referred to as "Bidder", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and permitted assigns) have been appointed as the bidder and accordingly has entered into Contract with Bank subject to the terms and conditions contained in the said documents and the Bidder has duly confirmed the same.
2. AND WHEREAS pursuant to the Bid Documents, the Contract, and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from Bidder and Bidder has agreed to provide to the Bank, services as delivery, implementation and support of compute & storage, network and security components, branch peripherals and solutions for refreshment of existing infrastructure in DC, DR, HO & Branches, more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as "the Services"), subject to payment of the Contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.
3. AND WHEREAS the Bidder has duly signed the said documents.
4. AND WHEREAS in terms of the Contract, the Bidder has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a bank (Guarantor) acceptable to the Bank for securing Rs. ----- (Rupees -----only) towards faithful observance and performance by the Bidder of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
5. AND WHEREAS at the request of the Bidder, the Guarantor has agreed to guarantee the Bank, payment of the 10% of the Contract Price of Rs. ----- (Rupees -----only) amounting to Rs. ----- (Rupees -----only) ("Guarantee") towards faithful observance and performance by the Bidder of the terms of the Contract.

NOW THEREFORE THIS GUARANTEE STATES AS FOLLOWS

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

SELECTION OF VENDOR FOR SUPPLY, INSTALLATION AND SUPPORT OF SERVERS, STORAGE, SDWAN, PIM/PAM, SIEM, DLP, EMS, NETWORK AND SECURITY COMPONENTS / SOLUTION, BRANCH PERIPHERALS FOR REFRESHMENT OF EXISTING INFRASTRUCTURE IN DC, DR, HO & BRANCHES

1. The Guarantor hereby guarantees and undertakes to pay, on written demand, to the Bank at its registered office at -----, the amount of Rs. ----- (Rupees -----only) or any part thereof, as the case may be, as aforesaid due to the Bank from the Bidder, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the Bidder in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse restricted to the Bank Only or protest or without any reference to the Bidder. Any such written demand made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Bidder or any dispute between the Bank and the Bidder pending before any Court, Tribunal, Arbitrator, or any other authority. Provided, however the written demand must be accompanied by a copy of the notice sent to the Bidder by the Bank to cure/rectify the default at least 30 (thirty) days prior to presentation of any written demand of its intention to have recourse restricted to the Bank Only to the Guarantor, setting out the act or omission of the Bidder, which it asserts constitutes the breach of terms and conditions of the said documents or loss/damage suffered giving rise to the written demand.
2. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable till -----.
3. The Bank shall be the sole judge to decide whether the Bidder has failed to perform the terms of the Contract for providing the Services by the Bidder to the Bank, and on account of the said failure what amount has become payable by the Bidder to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded in writing without any objection, whatsoever.
4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
5. The liability of the Guarantor, under this Guarantee shall not be affected by
 - i. any change in the constitution or winding up of the bidder or any absorption, merger or amalgamation of the Bidder with any other company, corporation or concern; or
 - ii. any change in the management of the Bidder or takeover of the management of the Bidder by the Government or by any other authority; or
 - iii. acquisition or nationalization of the Bidder and/or of any of its undertaking(s) pursuant to any law; or
 - iv. any change in the constitution of Bank/ Bidder; or
 - v. any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
 - vi. the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of Rs. ----- (Rupees -----only) being the 10% of the Contract Price.
7. This Guarantee will expire on ----- . Any written demand under this Guarantee must be received by the Guarantor on or before ----- and if no such written demand has been received by the Guarantor by -----, then all the rights of the Bank under this Guarantee shall cease.
8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Gangtok city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.
9. Notwithstanding anything contained herein:
Our liability under this Guarantee shall not exceed Rs. ----- (Rupees -----only)

SELECTION OF VENDOR FOR SUPPLY, INSTALLATION AND SUPPORT OF SERVERS, STORAGE, SDWAN, PIM/PAM, SIEM, DLP, EMS, NETWORK AND SECURITY COMPONENTS / SOLUTION, BRANCH PERIPHERALS FOR REFRESHMENT OF EXISTING INFRASTRUCTURE IN DC, DR, HO & BRANCHES

This Guarantee shall be valid for **66 months** i.e., until -----

The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before -----

Signed and delivered by the above named _____ Bank by its Authorized Signatory as authorized by Resolution / Regulation / Decision of its Regional Board / Central Board in accordance with the decision / resolution passed on _____.

Authorized Signatory

In the presence of: 1.

2.

9.8 Format for Pre- Bid Query

If, bidder, desiring to respond to RFP for selection of vendor for delivery, implementation and support of compute & storage, network and security components, branch peripherals and solutions for refreshment of existing infrastructure in DC, DR, HO & Branches, requires any clarifications on the points mentioned in the RFP, it may communicate with Assam Co-operative Apex Bank on or before the date specified using the following format (in an Microsoft excel (xls/ xlsx) format).

All questions should be received as per the last date mentioned in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, the bank may at its discretion, may or may not answer all queries in the Pre-bid meeting.

Sl. No.	Section details from the RFP	Page No.	Details mentioned as per RFP	Changes requested by Bidder	Bank's response

9.9 Commercial Bill of Material

The format for Commercial Bill of Material is attached separately as a file “Annexure 9.9 - Commercial Bill of Material” along with the RFP.

9.10 Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... This

.....day of.....2024

BY AND BETWEEN

..... Company Limited, a company incorporated under the

Companies Act, 1956 having its registered office at (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

Assam Co-operative Apex Bank Ltd., a co-operative bank having its Head Office at Panbazar, Guwahati - 781001 (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and Assam Co-operative Apex Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. Assam Co-operative Apex Bank is engaged in the business of providing financial services to its customers and intends to engage Vendor for delivery, implementation and support of compute & storage, network and security components, branch peripherals and solutions for refreshment of existing infrastructure in DC, DR, HO & Branches.
2. In the course of such assignment, it is anticipated that Assam Co-operative Apex Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid assignment (hereinafter referred to as "the Purpose").
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of Assam Co-operative Apex Bank. The Vendor undertakes to safeguard and protect such confidential information as may be received from Assam Co-operative Apex Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Assam Co-operative Apex Bank granting the Vendor and or his agents, representatives to have specific access to Assam Co-operative Apex Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

(i) "Confidential Information" means all information disclosed/furnished by Assam Co-operative Apex Bank to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

SELECTION OF VENDOR FOR SUPPLY, INSTALLATION AND SUPPORT OF SERVERS, STORAGE, SDWAN, PIM/PAM, SIEM, DLP, EMS, NETWORK AND SECURITY COMPONENTS / SOLUTION, BRANCH PERIPHERALS FOR REFRESHMENT OF EXISTING INFRASTRUCTURE IN DC, DR, HO & BRANCHES

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

- (a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
- (b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from Assam Co-operative Apex Bank,
- (c) was rightfully obtained by the Vendor from a source other than Assam Co-operative Apex Bank without any obligation of confidentiality,
- (d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify Assam Co-operative Apex Bank of such order and afford Assam Co-operative Apex Bank the opportunity to seek appropriate protective order relating to such disclosure.
- (e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- (f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of Assam Co-operative Apex Bank in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any

Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify Assam Co-operative Apex Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding Assam Co-operative Apex Bank and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or

b) any aspect of Assam Co-operative Apex Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or

c) business processes and procedures; or

d) current and future business plans; or

e) personnel information; or

f) financial information.

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Assam Co-operative Apex Bank.

4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Assam Co-operative Apex Bank, whichever is earlier. The Vendor hereby agrees and undertakes to Assam Co-operative Apex Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Assam Co-operative Apex Bank, all information received by it from Assam Co-operative Apex Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Assam Co-operative Apex Bank to certify in writing upon request of Assam Co-operative Apex Bank that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Assam Co-operative Apex Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Assam Co-operative Apex Bank.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Assam Co-operative Apex Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Assam Co-operative Apex Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Assam Co-operative Apex Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to Assam Co-operative Apex Bank shall include Assam Co-operative Apex Bank's costs and expenses of enforcement (including the attorney's fees).

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

8. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Guwahati shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

9. Indemnity: The Vendor shall defend, indemnify and hold harmless Assam Co-operative Apex Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortious or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to

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any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

10. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall the Assam Co-operative Apex Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Assam Co-operative Apex Bank constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

Assam Co-operative Apex Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

11. Waiver: A waiver (whether express or implied) by Assam Co-operative Apex Bank of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Assam Co-operative Apex Bank from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of ----- Ltd.

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(Designation)

For and on behalf of Assam Co-operative Apex Bank

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(Designation)