THE KANGRA CO-OPERATIVE BANK LTD

REQUEST FOR PROPOSAL (RFP)

FOR

Supply, installation and commissioning of Servers, Firewalls, Switches and System Software with Warranty and AMC

HEAD OFFICE, C-29

JANAKPURI COMMUNITY CENTRE

PANKHA ROAD, JANAKPURI,

NEW DELHI – 110058

TEL: (011) - 25515969, 25500800

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Bid Details

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1.	Date of commencement of sale of Bidding Document	23 /10/2023
2.	Last date and time for sale of Bidding Documents	07 /11/2023 1400 HRS
3.	Last date and time for receipt of Bidding Document	07 /11/2023 1600 HRS
4.	Date and time of Technical Bid Opening	07 /11/2023 1730 HRS
5.	Date and time of Commercial Bid Opening	07 /11/2023 1830 HRS
6.	Place of opening Bids	The Kangra Co-operative Bank Ltd C-29, Janakpuri Community centre, Pankha Road, Janakpuri New Delhi – 110058
7.	EMD	Rs. 1,00,000/- (One Lakh Only) in the form of Demand Draft in favour of "The Kangra Co-operative Bank Ltd" Payable at New Delhi. EMD should be enclosed in Technical Bid . EMD should be written on the backside of the DD along with name of the company
8.	Cost of RFP	Rs. 500/- in the form of Demand Draft in the favour of "The Kangra Co-operative Bank Ltd" Payable at New Delhi
9	Contact to Bidders	Interested Bidders are requested to send the mail to Sh. Sahdev Sangwan, Sr. Manager IT, The Kangra Co-operative Bank Ltd, "Kangra Bhawan", 1916, Chuna Mandi, Paharganj, New Delhi - 110055. Mobile: 9999759923 Email : ncn@kangrabank.com

Note: - Bids will be opened in the presence of the Bidder's representative who chooses to attend.

INSTRUCTION TO BIDDER

1. INTRODUCTION

The Kangra Co-operative Bank Ltd. is the largest co-operative bank with twelve branches located in Delhi. The Bank is in process of strengthening its existing IT infrastructure in order to comply with RBI guidelines for Level III security framework so as to provide effective and efficient customer services such as IMPS, UPI and mobile banking done with all reliable and robust security measures. The Kangra Co-operative Bank Ltd, hereinafter referred to Bank, invites technically complete and commercially competitive proposals from reputed vendors for Supply & Installation of Servers and System Software.

2. ELIGIBLE BIDDER

This invitation of Bids for Supply, installation and commissioning of Servers, Firewalls, Switches and Software is open to Original Equipment Manufacturers (OEMs) having presence in India or their authorised representative in India, provided firms fulfils the minimum qualification criteria as mentioned in Bid Document. In case of authorised representative a letter of authorisation to this effect from OEM must be furnished for obtaining complete set of Bid. It should be stated in the authorised letter that in case the authorised representative is not able to provide support / upgrade during contract period i.e. warranty and post warranty maintenance commitment for 8 Years, the original supplier / manufacturer shall provide the same. Servers should be quoted from single OEM make only. Interested firms should submit their proposal for complete bill of materials. Including AMC / ATS rates. Incomplete proposal will not be entertained.

3. SCOPE OF WORK.

Supply, installation, configuring, testing and ccommissioning of Servers, Firewalls, Switches and Software, at branches of the Bank. The rates will be valid for the period of 180 Days .The accessories required for the equipments should also be specified.

To specify the various infrastructure requirements which have to be provided by the bank for commissioning and smooth functioning of the equipments. This will include site requirements, power, cables, connectors, network cards, ports, UPS, environmental conditions, illumination, etc.

The bank reserves the right to shift the equipments to a suitable location during warranty and post warranty period depending upon the need. The vendor will arrange to install and commission the same in new site free of charge.

Vendor should provide comprehensive warranty of 3 years.

Vendor should undertake to provide maintenance support (Post Warranty) to equipments and arrange for spare parts for minimum post warranty period of 5Years towards comprehensive annual maintenance contract to be entered separately with the bank, for this purpose. The bidder shall provide support services for 7days x (9 AM to 9 PM) with 1 hour response time unless specified otherwise and also execute the Master AMC agreement with the Bank as per format provided in due course of time without any exception.

Vendor has to guarantee minimum uptime 99.99% and should be ready to execute service level agreement for the same. The vendor has to provide proper evidence to support their claim of capability to provide service at Branches.

Managed Services

a) As a part of Managed Services, the Bidder shall provide services relating to maintenance and support to server hardware and other infrastructure supplied for the entire contract period.

b) The Bidder shall provide for maintenance of Hardware, including preventive Hardware support, as well as repair and / or replacement activity after a problem has occurred, Firmware upgrade, patch update, OS version upgrade, Warranty/AMC service management, including coordination and vendor management.

c) The bidder shall provide the hardware based on all flash drives that include OS disks as well as data disks.

d) The bidder shall provide and factor the network switches 10 Base T having required ports on the basis of servers.

e) The Bidder shall provide a single-point-of-contact to Bank for the resolution of Hardware related problems or to request an equipment upgrade or consultation.

f) If the Hardware supplied by the Bidder is to be replaced permanently, the Bidder shall replace the equipment of same Make/ Model/configuration or of higher configuration. However, the Bank may accept different make/model/ configuration at its discretion if the original make/model/ configurations are not available in the market due to obsolescence or technological up gradation, stoppage of the production of the same make/model/ configuration by the MANUFACTURER or cessation / winding up of the Company. The price benefit if any gained in the process by the Bidder, is agreed by the Bidder to be passed on to the Bank.

g) Bidder shall provide Hardware maintenance services including preventive maintenance (e.g., running standard diagnostics, machine cleaning, checking cables and ports), corrective maintenance to remedy a problem, and scheduled maintenance required to maintain the Hardware in accordance with manufacturers' specifications and warranties.

h) Bidder shall co-ordinate warranty repair or replacement service for the Hardware and process warranty claims, as applicable.

i) The Bidder agrees that if the faulty equipments are required to be taken outside the Bank premises, the cost of transportation and other related costs will be borne by the Bidder with suitable back up arrangement.

j) Bidder shall maintain accurate documentation on the current location and status of Hardware in the process of being repaired.

k) Bidder shall provide maintenance data, as reasonably requested by the Bank, to support replacement / refresh scheduling.

I) Bidder shall provide monitoring interface to problem management process of the Bank.

m) Bidder shall provide support and assistance, as required, to isolate complex operational and software problems.

n) Bidder shall update and provide the information required for the Bank to update the proposed asset management system.

o) Bidder shall track and report Mean Time between Failures (MTBF) for Hardware.

p) Bidder shall take backup, remove, protect, and to restore programs, data and removable storage media in a machine prior to presenting the machine for service.

q) The Bidder shall provide all maintenance services in accordance Service Level agreement mentioned in RFP.

r) The Bank will not be liable to pay any additional amounts in respect of any sort of maintenance required during the tenure of the contract.

Hardware Management

Managing the incident through service restoration • Validating severity classification of the problem • Determining the scope of the problem • Facilitating the Service Recovery Team meeting • Escalating the issue as required • Conducting Root Cause Analysis • Preparing restoration plans • Proactive Monitoring of hardware and software during in-scope service hours • Administer and/or execute Service Management processes and procedures • Perform basic problem determination on systems and components managed by Bidder which include: • Hardware problems • System software problems • Evaluate planned changes to the server environment and advise requirements to support such changes • Provide server configuration reports and configuration details to the Bank as requested • Implement configuration management processes and procedures • Maintain an audit trail of server configuration changes as resulting from release and change control processes. • The required software agents are to be installed, configured and monitored. • Provide guidance to the bank and industry best practice for the optimal configuration of the operating system environment • Produce and maintain installation and configuration diagrams of all installations • Actively manage and report on the availability of all servers. • Perform server periodic checks, monitoring and performance tuning. • Communicate any service issues or implementation concerns with the bank and appropriate support personnel and/or bidders. • Monitor hardware and system software status, process status, and take necessary action based on detected problems or issues as provided in this schedule.

System Administration

a) User account maintenance - Creating users, groups, creating user accounts, deleting user accounts, modifying user accounts etc. on the system.

b) Performance optimization and reporting - Process and Memory Management, monitoring CPU performance, monitoring Memory performance, monitoring Input / Output performance, monitoring Ethernet traffic etc.

c) Error detection, Troubleshooting and correction.

Log Monitoring

a. The solution shall provide a unified management of performance, capacity and compliance for the proposed platform.

b. The solution shall support monitoring of all the operating systems part of the proposed platform.

c. The proposed solution should have out of the box capacity analytics and modeling, with granularity ranging from entire networks and associated components.

d. The solution should provide the ability to integrate data from third-party systems for SIEM capabilities.

e. The solution should be able to collect and analyze all types of machine generated log data, for example, application logs, network traces, configuration files, messages, performance data and system state dumps.

f. The solution should be able to deliver real-time monitoring, search, and log analytics, coupled with a dashboard for stored queries, reports, and alerts, enabling correlation of events across the IT environment.

g. Should support alerts with which automated actions can be taken. Should also support dynamic thresholds.

Active Directory

a. Installation of Active Directory Domain services role in server.

- b. Promoting the Active Directory server as Domain Controller (dcpromo.exe).
- c. User account and required Group creation as per customer requirements.
- d. Policy creation and deployment.
- e. DNS delegation and Zones configuration followed by Host A, PTR etc. records.
- f. DC Diagnosed testing.
- g. User profile migration.
- h. User Experience and Policy Testing.

Operating system, Database, and system software Installation

Installation and upgrade including patches of all OS, Databases and system software related to Bank's infrastructure as per the recommendation of Application vendor during the contract period within quoted cost as per Bank's requirement.

Access management

a) Implementing & managing security rules & access authority as per security policy of the Bank Operating System Hardening.

- b) Implementation of security by creating roles, privileges & profiles
- c) Monitoring and management of logs for user access management of privileged users.

System & Security Audit

a) Before live implementation / migration of the software solution in production system, the product may be audited by Bank's appointed Software Audit firm / in house team.

b) All audit points raised by the auditor internal, external & any other Regulatory Authority in their periodic audit should be complied by the bidder within the stipulated timeline & without any additional cost to the Bank.

c) During warranty and AMC / ATS period, the bidder needs to comply with security and system audit observation without any additional cost to the Bank.

The manufacturer of the Solution must provide a single point of contact direct telephone and issue resolution service delivered by a unified support centre, which must assist with all issues associated with network, hardware, storage and virtualization components.

Solution should have No Single Point of Failure with complete redundancy at all levels. Solution should be sized to support data & cluster availability in event of single Node Failure.

Bidder has to follow worldwide practice and international standard for documentation for the entire system development life cycle. The documents and manuals should be kept up to date with proper version control during the entire contract period. Bank may require the bidder to deliver the following documents in hard and soft copy to Bank during development and implementation of the solution. a) Detailed System Requirements Specification Document b) High Level architecture document c) High Level Design document d) Low Level Design document e) Test cases with results during UAT, SIT and any other test cases f) Deployment plan document g) Change management methodology document h) Security guide i) User management guide j) Release notes k) Impact matrix I) Standard Operating Procedure document for all processes mentioned in this RFP.

Patch Management

The OEM should from time-to-time release Updates/ Upgrades/New releases/New versions and notify the Bank about the same. The Bidder agrees that all such Updates/Upgrades/ new releases/New versions, as and when released during the term of warranty or AMC will be implemented without any additional cost to the bank.

Network

- Site Survey of all physical location of the site.
- Understanding the existing network infra & physical layout.
- Understanding the existing vLAN & IP structure details.
- Review of existing switch status & configurations.
- Hardware testing of new Firewalls & switches.
- Mounting of all the Firewalls & Switches.
- Implementation of the new firewalls as per the locations/floors & client requirements.
- Installation & LAN configuration of the newly installed Switches.
- Firewall rules, policy creation, Site 2 site VPN tunnel & testing of the all the branches
- Testing/demo of the newly configured Firewalls, Switches & branch connectivity.
- Operation: Once the network implementation phase is complete, the network will move into a production environment & will be considered live.
- Review & evaluation.
- Site to Site VPN connectivity and configuration
- SDWAN connectivity and configuration

BIG FIX

Scope of Work - vendor plan to distribute SOW into four different phases: --

Phase 1: Installation In phase 1, vendor would be working on the installation of BigFix along with the Microsoft SQL DB: -- ¬ Installation of Microsoft SQL DB ¬ Downloading BigFix from HCL license portal. ¬ Installing BigFix with its various components like Serve, console, webUI, web Reports and Agents.

Phase 2- Configuration \neg Configuration of Microsoft SQL DB \neg Configuration of HCL BigFix console \neg Distribution of agents on the endpoints \neg Checking all the prerequisites sites and ports that are needed. \neg Creation of customized Patch reports to monitor compliance. o Pre & Post Patch Compliance reports need to be configured. o Bi-weekly Patch Compliance needs to be configured. o \neg Customized reports creation for installed software within KANGRA BANK for all or identified machines.

Phase 3 – Enablement ¬ Enablement of BigFix patching for Windows ¬ Enablement of Third-Party updates for both Windows & Mac ¬ BigFix Software deployment will be enabled within KANGRA BANK for usage. Enabling this component will ease things in a better way. Automation can be achieved using this. ¬ Monitor and manage the deployment status and health of various third-party endpoint protection solutions such as anti-virus and anti-malware tools. o Creation of customized reports, if needed to monitor deployment / software status ¬ Customized reports creation for allocated hardware within KANGRA BANK for all or identified machines.

Phase 4 – Process \neg Entire patch process will be introduced within KANGRA BANK \neg Identification of Pilot machine to perform UAT \neg Creation of communication templates for use \neg Process to get confirmation of UAT/ Pilot patching each month \neg Process to Rollout patches on Production machines needs to be created.

4. RELIABILITY

Since the equipments shall be installed at critical sites, the equipments so offered should be robust and reliable.

5. COST OF RPF DOCUMENT AND BIDDING

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

Cost of RFP document has been fixed Rs.500/- (Rs. five hundred only). Bidder can purchase the tender document on paying Rs.500/- by demand drat payable in favour of "The Kangra Cooperative Bank Limited" or download/obtain same in PDF form from the website (<u>www.kangrabank.com</u>) of the bank. However, in case bidder opts for downloading option, he has to enclose the draft of Rs.500/- in his technical bid envelop along with other requite documents including demand draft of Rs.1,00,000/- (Rs. One Lakh Only) for EMD.

6. BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding

Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. **Bidder should strictly submit the bid** as per check list given in Annexure-IX failing which bid will be rejected as non responsive.

7. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendments.

Amendment will be notified in writing or by email to all prospective Bidders, which have received the Bidding Documents and will be binding on them.

In order to provide, prospective Bidders, reasonable time to take the amendment into account in preparing their bid, the bank may, at its discretion, extend the dead line for submission of bids.

8. PERIOD OF VALIDITY

Bids shall remain valid for 180 Days after the date of bid opening prescribed by the Bank. A bid valid for shorter period shall be rejected by Bank as non-responsive. In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the period of validity. The request and response thereto shall be made in writing or by email. The Bidder may refuse the request. A bidder granting the request will not be required nor permitted to modify its bid.

9. BID CURRENCIES

Prices shall be expressed in the Indian Rupees Only

10. BIDDING PROCESS (TWO STAGE)

The tenders shall be submitted in two bids system in **two separate non window envelopes** each sealed and clearly identified as to envelope number 1 & 2 and contents as **"Technical Bid"** and **"Commercial Bid"** respectively. These two envelopes shall be contained and sealed in a non window large envelope. This envelope shall be submitted as per instructions with the name of job/ work **" "TENDER for Supply , installation and commissioning of Servers, Firewalls, Switches and Software"** super scribed on the large envelope.

TECHNICAL BID will also contain the Bidders information in the format as given in bid document.

TECHNICAL BID will NOT contain any pricing or commercial information at all.

TECHNICAL BID envelop must contain EMD in the form of DD in favour of Bank payable at New Delhi.

TECHNICAL BID envelop must contain demand draft of Rs.500/- favouring Bank payable at New Delhi, in case the RFP downloaded from the website/sent by the bank thru email to the bidder.

In the first stage, Only TECHNICAL BID will be opened and evaluated. Those bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed.

Under the second stage, the **COMERCIAL BID** of only those bidders, whose technical bids are responsive, will be opened.

The bid shall be typed or written in indelible ink and shall be signed by the bidder or person duly authorised to bind the bidder to the contract. The authorisation shall be indicated by written power of attorney accompanying the Bid. All pages of the bid except un-amended printed literature shall be initialled by the person or persons signing the Bid.

The bid shall contain no interlineations, erasures or over writing 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.

The Bidder should quote the price for each item required by the Bank.

11. BID EARNEST MONEY

Bidder have to submit the Bid Earnest Money of Rs. 1,00,000/- (refundable) in the form of Demand Draft favouring **'The Kangra Co-operative Bank Ltd**.' payable at Delhi. EMD will be forfeited in case the bidder after opening of bids do not participate in the tender finalization process .EMD to unsuccessful bidders will be refunded after issuing of order in favour of the successful/selected bidder and its acceptance by him. In case of successful bidder the amount of EMD will be refunded after commissioning and acceptance of the Servers, Firewalls, Switches and Software. If the successful bidder fails or refuses to execute the order , the EMD will be forfeited. In case of non executing of the order, the bank reserve its right to cancel the tender or award same to next eligible vendor with fresh EMD, if refunded already.

12. SUBMISSION OF BIDS

The bidders shall duly seal each envelope (Technical Bid and Commercial Bid and send the same in a large non window envelop duly sealed as elaborated herein above under clause 10 to :

Mr. Ajay Saxena General Manager The Kangra Co-operative Bank Ltd. C-29, Janakpuri Community Centre, Pankha Road, Janakpuri, New Delhi – 110058

13. DEADLINE FOR SUBMISSION OF BIDS

Bid must be received by the Bank at the address specified in Bid Document not later than the specified date and time as specified in Bid Document. In event of the specified date for submission of bids being declared a holiday for the Purchaser, the bids will be received up to appointed time on next working day.

The bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance to Clause 7, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter by subject to the deadline as extended.

14. LATE BIDS

Any bid received by the Bank after the deadline for submission of bid prescribed by the Bank will be rejected and/or returned unopened to the Bidder, if bidder desire so.

15. MODIFICATION AND/OR WITHDRAWAL OF BIDS

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

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance to the provision of Para "Submission of Bids", with the envelope additionally marked "MODIFICATION "or "WITHDRAWAL" as appropriate. The withdrawal notice may also be sent by email but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

No bid will be modified after the deadline for submission of bids.

No bid may be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by the bidder in the submitted bid.

No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

16. CONTENTS OF DOCUMENTS TO BE SUBMITTED

The bidder shall submit the following documents:

Documents required in Technical Bid (Sealed Cover)

- **1.** Check list
- 2. Supporting documents in respect of minimum qualification criteria as per Annexure-III.
- 3. Bidders information as per format as per Annexure-IV.
- Acceptance of the terms and conditions and compliance of technical specifications as contained in Annexure-V.
- 5. Any other document indicating the feature of the product.
- 6. ISO Certification document, if any
- 7. Last two years audited balanced sheet and profit and loss account statement.
- **8.** Bid Earnest Money in the form of Demand Draft.
- 9. Service Support details as per Annexure-VI.
- 10. Performance statement as per Annexure-VII.
- **11.** Technical Offer indicating compliance to the Bank requirement as per technical specification as per **Annexure-I.**
- 12. Authorization letter from competent authority to participate tender process.
- 13. Demand draft for cost of RFP document if downloaded from website/ email.

Documents required in Commercial Bid (Sealed Cover)

1. Commercial offer as per Annexure-VIII.

17. BID OPENING AND EVALUATION

The Bank will open the bids, in the presence of Bidder's representative who choose to attend, at the time and date mentioned in Bid document at the address mentioned in Para "Submission of Bids".

The bidder's representatives who are present shall sign register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the appointed time and place on next working day.

The commercial bid shall be opened in the presence of Bidder's representative, whose bids are considered as responsive as per the technical and other qualification criteria as underlined in the bid document. **The Bank will prepare the minutes of bid opening.**

18. CLARIFICATIONS OF BIDS

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the bidder for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

19. PRELIMINARY EXAMINATION

The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. Arithmetical error will be rectified on the following basis. If there is a discrepancy between unit price and

the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in the words will prevail.

The bid determined as not substantially responsive will be rejected by the Bank and may not be made responsive by the bidder by correction of the non-conformity. The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

20. EVALUATION CRITERIA

A comparative chart will be prepared by the technology development committee, appointed by the Board of Directors of the Bank for procurement of IT equipments / computers, and further negotiation for getting better price and offer will be done by the above committee either with all of them or lowest three of them (L-1,L-2 and L-3) depending upon the numbers of proposals received. Selected Bidder may be asked to match the L-1 prices in respect of all remaining items.

However above Committee / Bank reserve the right of selection or rejection of any vendor without assigning any reason(s) thereof. The bank is not bound to accept the lowest or any other tender and reserves the right to accept a tender in whole or in part or to negotiate any offer or to reject any or all tenders in part or in full without assigning any reason.

21. CONTACTING THE BANK (PURCHASER)

Any effort by bidder to influence the Bank (Purchaser) in the purchaser's bid evaluation, bid comparison or contract award decision may result in the rejection of Bidder's bid.

22. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

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

23. SIGNING OF CONTRACT

If Bank decides, then successful bidder shall be required to enter into a contract with Bank, within 10 days of the award of the tender or within such extended period as may be specified by General Manager or CEO, The Kangra Co-operative Bank Ltd., C-29, Janakpuri Community Centre, Pankha Road, Janakpuri, New Delhi -110058, on the basis of the Tender Document, the Tender of the successful bidder, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

24. GOVERNING LAW AND DISPUTES

All disputes or differences whatsoever arising between the parties (Bank and selected bidder) out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any such dispute shall be referred to a mutually agreed sole arbitrator and failing such agreement the dispute shall be referred to a tribunal comprising of three arbitrators, one to be appointed by each party and the third arbitrator to be mutually appointed by the

said nominated arbitrators. The language of the arbitration shall be English and the decision of the arbitrator/majority arbitrators as the case may be, shall be final and binding on the parties. It is a term of this letter that in the event of such arbitrator(s) to whom the matter is originally referred, being transferred or vacating his office or being unable to act as an arbitrator in accordance with the terms of this order and the person so appointed shall proceed with the reference from the stage it has been left over by the earlier appointed arbitrator. The venue of Arbitration shall be New Delhi.

The vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained

The cost of arbitration will be shared equally by the bank and bidder.

All disputes would be subjected to the Delhi/New Delhi jurisdiction only.

25. USE OF CONTRACT DOCUMENTS AND INFORMATION

The vendor shall not, without the Bank's prior written consent, make use of any document or information provided by Vendor in Bid document or otherwise except for purposes of performing contract.

26. PATENTS RIGHTS

The Vendor shall indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

The bidder / vendor shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

The bidder/ vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be fully responsible for, and shall at no time admit to any liability for or express any intent to settle the claim.

The bidder/vendor shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India to access, replicate and use software (and other software items) provided by the Vendor, including-all inventions, designs and marks embodied therein in perpetuity.

27. ASSIGNMENT

The Vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

28. RIGHT TO VISIT / INSPECTION

The vendor shall agree to allow Bank and RBI or anyone authorized person(s) by the Bank or RBI to conduct Audit of the Facilities and Information Systems storing (or processing) Bank's or its customer's data.

S D Sharma CEO

ANNEXURE-I

Technical specification of Servers, Firewalls, Switches and Softwares

S	Product	Description	Compliance	Your
No.				Specifications
1	Dell PowerEdge R550 Rack Servers	2x Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666, 16 DIMMS, 4X32GB RDIMM, 2x960GB Solid State Drive SATA Read Intensive 6Gbps 512e 2.5in with 3.5in HYB CARR, 4x1.92 TB Solid State Drive SATA Read Intensive 6Gbps 512e 2.5in w/ 3.5in HYB CARR, 3.5" Chassis with up to 8 Hard Drives, OPEN BAY, 2x1Gbe LOM, PERC H 755 Conroller, Dual, Hot-plug, PSU (1+1), 800, Mixed Mode, iDRAC9,Enterprise, 3YR ProSupport Next Business Day, 19" TFT Monitor, Keyboard and Mouse		
2	Log Management and analysis	QUEST ONE IDENTITY SYSLOG-NG PREMIUM EDITION SERVER PER LSH 24X7 TERM LICENSE/MAINT 3 Years subscription- 50 Sensors		
3	Operating System	MS Windows Server Standard 2022 OS (16 Core Pack)		
4	Database	Microsoft SQL standard 2 core Pack		
5	Firewall Solution	Firewall Fortigate 70F with three year support (Paharganj, Janakpuri)		
6		Firewall Fortigate 40F with three year support Other Branches		
7	Patching Solution	HCL BigFix Patch management Solution for 200 users and 4 servers with 3 Years Subscription		
8	Network Switch	D-Link DXS-3400-24TC - Switches		
9	Commitment for Comprehensive maintenance support after warranty of three years. (5 years on site backed by the OEM)	Servers Firewall Switch		

Server, Firewall, Switch, Patch Management and Log Management

Note:

- 1. The bidder should provide a compliance statement for all the above specification of technical requirements against each item.
- 2. All relevant product information such as user manuals, technical specifications sheet etc should be submitted along with the offer. Failure to submit this information along with could result in disqualification of the bid.
- 3. The bidder should mention price detail for all the above specification against each item.

ANNEXURE-II

TERMS AND CONDITIONS

1. ACCEPTANCE OF ORDER:-

Bank has a right to cancel the order if the same is not accepted within a period of 7 days from the date of the order.

2. TAXES

The prices are exclusive of all charges, taxes, statuary Levies etc.

3. ACCEPTANCE TEST

The system is subject to an Acceptance test. Vendor has to arrange one Engineer at the site at the date and time mentioned by the Bank to assist in the acceptance test.

4. PAYMENT

- 4.1 For Supply, installation, commissioning of Servers, Firewalls and Network Switches, System Software (Operating System, Database, Patch Management and Log Management) with 3 years warranty.
- 20% against Bank Guarantee of equal amount valid for 90 days on acceptance of our firm order or signing of contract.
- 70 % on delivery and acceptance of the equipment.
- 10% against Bank Guarantee for equal amount valid for 37 months from the date of installation and commissioning or 4 months after acceptance, if installation is delayed due to Bank. The date on which the complete system is delivered will be taken as the date of delivery. In case of part delivery, the date of last items delivered will be taken as the date of delivery.

4.2 One time implementation Charges

100% on implementation and acceptance.

4.3 Managed Services

Managed Services will be released after successful completion of every year. However this can be released in advance against Bank Guarantee of equal amount valid for 13 months.

4.4 For AMC/ATS

AMC for Supply of Servers, Firewalls, Switches and Software will be released after successful completion of AMC. However this can be released in advance against Bank Guarantee of equal amount valid for 13 months.

5. DELIVERY PERIOD

Vendor shall be responsible for delivery of the systems ordered at site within 8 weeks from the date of order.

6. INSURANCE

Vendor will get the Insurance cover, for all risk, upto the delivery and Installation of the system. The cost of the same will be borne by the vendor. Vendor has to submit a copy of the bills so that the Bank may get a new Insurance cover after stipulated delivery period of the system, in case installation is delayed due to Bank.

7. WARRANTY

Comprehensive on-site warranty of 36 months from the date of complete installation and acceptance of systems ordered.

The vendor shall be fully responsible for the warranty for all equipments, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or vendor any defect that may develop under normal use of supplied equipment during warranty period.

Warranty should not become void if the Bank buys any other supplemental hardware from third party and install it with/in these machines in the presence of the bidder. However, the warranty will not apply to such hardware items installed.

Warranty should cover the following:-

- A) The equipment should be attended with one hour of receipt of complaint. In case problems persist, systems should be replaced within 48 hours of receiving complaint and alternate system should be given till machine is repaired. The replaced equipment should be installed, so that normal job of the Bank may not hamper.
- B) Warranty would cover updates/maintenance patches/bug fixes (available from the original software vendor) for system software & firmware patches/bug fixes, if any, for hardware
- C) The vendor should provide onsite preventive maintenance regularly on quarterly basis..
- D) The scope of service will include.

Servers

O/S tuning including but not limited to Disk checking/File management/reloading of preloaded/ordered software/updation of software

Cleaning of Drive including Lens Cleaning

Any other check /service that will make equipment work smoothly and as per system uptime on regular basis.

- **E)** The vendor will obtain written acknowledgement from Bank after completion of warranty period for successful sign off of warranty period. The warranty period will get extended by 3 months for each failure to provide quality service, which is required to be provided by vendor.
- **F)** In case of repetitive hardware failure (two or three times in a quarter) it shall be replaced by equivalent new equipment by vendor at no extra cost to Bank.

8. SYSTEM UP TIME

The vendor shall assure that the system gives and minimum 99.99% uptime (Calculated on quarterly basis on main system configuration only).

9. ANNUAL MAINTENANCE CONTRACT:

The vendor should also quote separately for AMC / ATS at the site for 3 years from the date of expiry of warranty period (Post Warranty). The quoted AMC rate would be applicable for 7 x 9 AM to 9 PM hrs support and response time should not be more then 1 hour. AMC would cover maintenance patches/bug fixes (available from the original software vendor) for system software & firmware patches/bug fixes, if any, for hardware. **AMC rate should not be more than 10% of the servers /** Hard ware and system software (**SUB-Total –A**)

10. LIQUADATED DAMAGES

The system is to be delivered within stipulated time from the date of order. For this purpose delivery means:-

- Delivery means delivery of all the ordered equipment including interface cables at the site along with the set of documents/CDs on operational use of the equipment, one set of CD ROM (If OEM deliver same with the equipment) containing the original system software and all the relevant documentation of the system add on utilities as specified in the orders.
- LD at the rate of 1% per week will be charged for late delivery. For this purpose the period will commence from the date of order upto the date of last item delivered. However total LD will not be more than 5% of the servers' cost i.e. (Sub-Total –A) GST
- The Bank reserves the right to cancel the order in case complete delivery is not affected within the stipulated time.

PRE QUALIFICATION FOR VENDORS SUPPLYING THE SERVERS AND OTHER PERIPHERALS

The minimum qualification criteria for the firms is as under:-

- The bidder should be Original Equipment Manufacturer (OEM) for Servers having presence in India or its authorized representative in India. In case of authorised representative a letter of authorisation to this effect from OEM must be furnished. The bidder in addition to it should be authorized sales partner/distributer of DELL/D-Link/Fortigate/HCL. Please refer Para **"2 Eligible bidder"** of instruction to bidder.
- 2. The average sales turnover of last two financial years of the bidder should have been minimum Rs. 1 Crore and should be profit earning organization for these years.
- 3. The bidder should have valid GST and PAN number.
- 4. The bidder should have exclusive support infrastructure for maintenance of their items in Delhi/NCR and be able to provide and maintain equipment supplied their competent support engineers at sites. The vendor should have their own support offices in Delhi / NCR.
- 5. The bidder should be able to provide efficient and effective support at all branches so as to meet 7 days x 24 hrs. service support with 1 hour response time A commitment on the letter head duly signed/stamped by the competent authority to this effect should be furnished.
- 6. The bidder should be able to produce the commitment letter from the OEM on OEM's letter head duly signed by the authorized/competent authority to provide its maintenance support for servers with parts for a minimum period of 8 years including warranty period of 3 years.

ANNEXURE-IV

Name
Constitution (sole prop./partnership/company)
Address
Names & Addresses of the Partners if applicable
Contact Person(s)
Telephone, Fax, E-mail
Date/year of incorporation
*Sales tturnover for F.Y. 2021-22 Rs crores
*Sales turnover for F.Y. 2022-23 RsCrores
Average sales turnover for 2 years Rs Crores
GST Number PAN

Bidders Information

Is company ISO certified, if yes provide information along with true copy of certificate.

*Please provide certificate duly signed and stamped by CEO and CFO or the Statutory Auditors.

ANNEXURE-V

COMPLIANCE STATEMENT

DECALRATION

Terms and Conditions

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bid).

Signature:

Seal of company

Technical specifications

We certify that the system/services offered by us for tender confirms to the specifications stipulated by you with the following deviations

List of deviations

1) 2) 3) 4)

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

Signature:

Seal of Company

ANNEXURE-VI

SERVICE SUPPORT DETAILS

Location		Status of Office Working days & hours	No. of maintenance Engineers	Number of maintenance Staff	Volume of Min. stock available at all time
Telephone	Fax No.				

Signature and Seal of Bidder

ANNEXURE-VII

<u>PERFORMA FOR PERFORMANE STATEMENT</u> (FOR 3 MAJOR PROJECTS COMPLETED)

NAME OF BID

NAME OF FIRM

Order Placed by Full Address of	Order No. And Date	Description and Quantity of Ordered	Value of Order	Date of Com		Remark reason for late delivery	Performance of equipment (Attached
Purchaser		Equipment		As per Contract	Actual	,	certificate from customer)

Signature and Seal of Bidder

ANNEXURE-VIII

S No.	Product	Description	Qty	RATE PER UNIT (Rs)	TOTAL PRICE (Rs)	GST PER UNIT(Rs)	TOTAL GST (Rs)	TOTAL PRICE WITH GST (Rs)
	1	2	3	4	5(3X4)	6	7(3X6)	8(5+7)
1Dell2x Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666, 16 DIMMS, 4X32GB RDIMM, 2x960GB Solid State Drive SATA Read Intensive 6Gbps 512e 2.5in with 3.5in HYB CARR, 4x1.92 TB Solid State Drive SATA Read Intensive 6Gbps 512e 2.5in w/ 3.5in HYB CARR, 3.5" Chassis with up to 8 Hard Drives, OPEN BAY, 2x1Gbe LOM, PERC H 755 Conroller, Dual , Hot-plug, PSU (1+1), 800, Mixed Mode, iDRAC9,Enterprise, 3YEAR ProSupport Next Business Day		2						
2	Log Management and analysis	QUEST ONE IDENTITY SYSLOG-NG PREMIUM EDITION SERVER PER LSH 24X7 TERM LICENSE/MAINT 3 Years subscription- 50 Sensors	50					
3	Operating System	MS Windows Server Standard 2022 OS (16 Core Pack)	6					
4	Database	Microsoft SQL standard 2 core Pack	4					
5	Firewall Solution	Firewall Fortigate 70F with three year support (Paharganj, Janakpuri)	4					
6		Firewall Fortigate 40F with three year support Other Branches	10					
7	Patching Solution	HCL BigFix Patch management Solution for 200 users and 4 servers with 3 Years Subscription	1					
8	Network Switch	D-Link DXS-3400-24TC - Switches with three year support	2					
9		One time implementation Charges	1					
	SUB -TOTAL	- A						
10		Managed Services Per Year	1					
11	AMC After	Dell PowerEdge R550 Rack Server	2					
	Three Years	Quest Log Management 50 Sensors	50					
	Warranty and Support	Firewall Fortigate 70F	4					
	Support	Firewall Fortigate 40F	10					
		HCL BigFix Patch management-200 users	1					
		D-Link DXS-3400-24TC - Switch	2					
	SUB –TOTAL-							
	<u>Grand -Tota</u>	<u>al (</u> Sub-total-A + Sub-total-B)						

ANNEXURE-IX

Check List

SI. No.	Documents Attach in Bid	(Yes/No)	Page No		
			From	То	
1	Technical Bids				
2	Supporting documents in respect of				
	minimum qualification criteria as per ANNEXURE-III				
3	Bidders Information as per format as per ANNEXURE-IV				
4	Bid Earnest Money in the form of				
	Demand Draft				
5	Acceptance of terms and conditions and				
	compliance of technical specifications as				
	contained in ANNEXURE-V				
6	Last two years audited balanced sheet				
	and profit & loss account statements				
7	Service Support details as per ANNEXURE-VI				
8	Performance Statement as per				
	ANNEXURE-VII				
9	Technical Offer indicating compliance to				
	the Bank's requirement as per Technical				
	Specifications:- ANNEXURE-I				
10	Any other document indicating the				
	feature of the product				
11	ISO certification document, if any				
12	Authorization letter from the competent				
	authority in favour of a person attending				
	bid opening meetings				
13	Demand draft of Rs.500/- as cost of the				
	RFP document if downloaded from				
	website/email.				

COMMERCIAL BIDS

SI. No.	Documents Attach in Bid	(Yes/No)	Page No	
			From	То
1	Commercial bids as per ANNEXURE-VIII			