



**Central Bank of India**

*Department of Information Technology*

**Request for Proposal (Bid) Document**

**For**

**RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site,  
OEM Support Services**

**Bid Number: GEM/2025/B/6295675**

**30<sup>th</sup> May 2025**

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## List of Abbreviations

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

# **Section-1**

## **Tender Details**

## 1 Invitation for Tender Offers

Central Bank of India, herein after referred to as the “Bank”, is a leading Public Sector Bank established in the year 1911. The equity shares of the Bank are listed in both Bombay Stock Exchange/ National Stock Exchange. The Bank is having its Central Office at Chander Mukhi, Nariman Point, Mumbai– 400021. & it’s Customer Care Department at 2<sup>nd</sup> floor, MMO Building, Fort, Mumbai 400001. Bank has completed 114 years of its service to the Nation and its millions of satisfied customers with technology oriented bouquet of user friendly services and in the field of IT we are known for providing new innovative and customer friendly services. The Bank has pan India presence through its wide network of more than 4685 plus branches, 13 Zonal Offices, 90 Regional Offices spread across the country as on 31.03.2025. The Bank also has specialized branches for catering to the specific needs of Retail customers, Industrial units, corporate clients, Forex dealers, Exporters and Importers, Small Scale Industries and Agricultural sector.

Bank intends to select a bidder for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services.

Bank invites online tender offers (Technical offer and Commercial offer) from eligible, reputed Bidders for Supply, Implementation, Configuration, migration and Maintenance of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services.

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

The details are given below:

Tender Reference Number	GEM/2025/B/6295675
Date of RFP Issue	30/05/2025
Bid Security (EMD)	₹2,00,00,000/- (Rupees Two Crore Only) in the form of Bank Guarantee issued by a Scheduled Bank other than Central Bank of India for the entire period of Bid validity (120 days) plus 3 months or by means of Banker’s Cheque / Account Payee Demand Draft /RTGS/NEFT in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no GEM/2025/B/6295675 in favor of “Central Bank Of India” and payable at Mumbai.
e-mail IDs for sending queries and Last Date for submission of queries	<a href="mailto:smsunteam@centralbank.co.in">smsunteam@centralbank.co.in</a> <a href="mailto:smitd@centralbank.co.in">smitd@centralbank.co.in</a> <a href="mailto:smcbswindows@centralbank.co.in">smcbswindows@centralbank.co.in</a> <a href="mailto:cmityd@centralbank.co.in">cmityd@centralbank.co.in</a> , <a href="mailto:smitpurchase@centralbank.co.in">smitpurchase@centralbank.co.in</a> Latest by <b>06/06/2025</b> up to 11:00 hrs.

	Queries to be submitted with Proof of remittance of document/Tender cost (If required).
Date and time for Pre-Bid Meeting,	<b>06/06/2025</b> at 15:00hrs.
Last Date and Time submission of Bids Mode of bid submission & online portal's URL	<b>06/06/2025</b> up to 15:00 hrs. Mode-Online Government e Marketplace (GeM)
Time & Date of Opening of technical bids	<b>09/07/2025</b> at 15:30 hrs.
Response Types	1. Technical Bid + Bid Security 2. Commercial Bid
Address for Communication	General Manager-IT Central Bank Of India Department Of IT (DIT), Plot no-26, Sector-11, CBD Belapur, Navi Mumbai- 400614 <u>Mail address:</u>  <a href="mailto:smsunteam@centralbank.co.in">smsunteam@centralbank.co.in</a> <a href="mailto:smitd@centralbank.co.in">smitd@centralbank.co.in</a> <a href="mailto:smcbswindows@centralbank.co.in">smcbswindows@centralbank.co.in</a> <a href="mailto:cmtd@centralbank.co.in">cmtd@centralbank.co.in</a> , <a href="mailto:smitpurchase@centralbank.co.in">smitpurchase@centralbank.co.in</a>
Contact Telephone Numbers	022- 27582301/2487, 67123669,

The pre bid meeting will be held in person with the bidders. For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs by email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated email ID within stipulated time as mentioned in the below format :

S.No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks

Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidder who are MSE has to submit necessary document issued by NSIC and the bidder who are Startups has to be recognize by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSE/Startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption.

Tender offers will normally be opened half an hour after the closing time. Any tender received without Document/Tender Cost (If required), will be disqualified.

Technical Specifications, Terms and Conditions and various format and Performa for submitting the tender offer are described in the tender document and its Annexures.

**DISCLAIMER** The information contained in this Request for Proposal (RFP) document or information conveyed subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of unconditional bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

## 2 Eligibility Criteria

The Bidder must fulfil following eligibility criteria:

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
<b>Bidder's Financial Strength</b>			
1.	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder	
2.	Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN	
3.	The bidder must have an annual average turnover in India of INR 200 Crores per annum in the last three financial years (i.e. 2021-22, 2022-23, 2023-24).	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FYs.	
4.	The bidder should have made operating profits in at least two financial years out of last three financial years. (i.e. 2021-22, 2022-23, 2023-24).	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FYs.	
5.	The bidder should have a positive net worth in last three financial years (i.e. 2021-22, 2022-23, 2023-24).	Certificate of the Chartered Accountant for preceding three FYs.	

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
<b>Bidder and OEM Experience</b>			
6.	The Bidder should be a certified or an Authorized partner of the OEM of the inquired solution.	Copy of MAF from OEMs as per format (Annexure 8) to be submitted, and confirmation from OEMs confirming the partnership level of the Bidder	
7.	Bidder/ OEMs should have service/ support infrastructure at Mumbai/ Hyderabad and should be able to provide efficient and effective support.	Submit the undertaking self-declaration on Bidder's and OEM's letter head	
8.	Bidder should have experience of having supplied and implemented OEM Storage in at least one Scheduled Commercial Bank / BFSI /PSU in India in last 5 years having minimum 1000 Office/Branches in India.	Credential letter OR Copy of Purchase order/ Contract copy	
<b>Bidders Compliance</b>			
9.	At the time of bidding, the Bidder should not have been blacklisted/debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutions for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit the undertaking self-declaration on Company's letter head	
10.	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services	Submit the undertaking self-declaration on Company's letter head	
11.	Bidder/OEM should not have - <ul style="list-style-type: none"> <li>• NPA with any Bank /financial institutions in India</li> <li>• Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank</li> </ul>	Submit self-declaration on Company's letter head.	
12.	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate	

The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.

Central Bank of India reserves the right to verify references provided by the Bidder independently. Any decision of CBI in this regard shall be final, conclusive, and binding on the bidder. CBI may accept or reject an offer without assigning any reason whatsoever.

- 1) Bidders need to ensure compliance to all the eligibility criteria points.
- 2) In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- 3) In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.
- 4) Bidder must provide credential letter or installation sign off document.
- 5) Scheduled Commercial Bank does not include Payments Bank, Cooperative Banks or RRBs.
- 6) While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
  - i. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.*
  - ii. *If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'*

### **3 Bid Security (Earnest Money Deposit-EMD)**

An amount of ₹2,00,00,000/- (Rupees Two Crore Only) in the form of Bank Guarantee issued by a scheduled Bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of Account Payee Demand Draft/ Banker's cheque /RTGS/NEFT in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no GEM/2025/B/6295675 in favour of "Central Bank Of India" and payable at Mumbai/Navi Mumbai.

Exempted from Bid Security/EMD.- As per General Terms and Conditions on GeM 4.0 (Version 1.19) dt 26-09-24 and Rule 149, GFR 2017 [Clause (xii)(m)(v)], entities with a turnover exceeding Rs. 500 crore in the past three years qualify for exemption.

**The EMD / Bid Security shall be liable to be forfeited:**

- 1) If a Bidder withdraws its tender during the period of tender validity specified by the Bidder; or
- 2) If the Bidder does not accept the correction of its Tender Price; or
- 3) If the successful Bidder fails within the specified time to:
  - i. Sign the Contract; or

- ii. Furnish the required security deposit.
- 4) The EMD / Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the tender. If the JV has not been legally constituted at the time of bidding, the EMD / Bid Security shall be in the names of all future partners as named in the letter of intent.
- 5) The EMD / Bid Security will be refunded to the Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG).
- 6) The EMD / Bid Security of unsuccessful Bidders shall be returned as promptly as possible after completion of bidding process.

#### **4 Performance Bank Guarantee (PBG)**

- 1) As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank other than Central Bank of India, in the format given by the Bank in for Performance Bank Guarantee, for 5 % of the total project cost valid for 66 months, (5 years for total project period plus 6 months for claim period) validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.
- 2) The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing Bank on the letterhead of the issuing Bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.
- 3) Each page of the PBG must bear the signature and seal of the PBG issuing Bank and PBG number.
- 4) In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.
- 5) In the event of delays by Successful Bidder in ATS support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
- 6) Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract, indicating the contractual obligation(s) for which the Successful Bidder is in default.
- 7) The Bank shall also be entitled to make recoveries from the Successful Bidder's bills or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or misstatement.
- 8) The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

## **5 Cost of Bidding**

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

## **6 Manufacturer's Authorization Form**

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

# **Section-2**

## **Scope of Work**

## 7 Scope of Work

### 7.1 Scope Summary

Central Bank of India intends to select a proven & experienced Bidder to Augment, Supply, Deploy, Migrate and Maintain the complete SAN Architecture (Storage & San Switches) of the Bank. Bidder shall manage complete end to end Storage Augmentation that includes up gradation, data migration from one of the existing Hitachi Vantara storage arrays. Bidder shall also lay required passive cabling and its management for the contract period. Bidder must ensure the tasks are delivered at the defined timelines, completed with highest quality, reap the desired benefits, associated risk to be identified, mitigated, documented and managed through storage augmentation project.

The Bidder shall be responsible for management of this project and provide timely update to Bank's Management.

- 1) Bank expects bidder to supply, install, implement and provide comprehensive onsite warranty & AMC/ATS support for the proposed Solution along with its subcomponents, as mentioned in Annexure 2: Commercial Bill of Materials, for the period of contract. Bidder is also required to deliver all hardware, software and its sub-components at Bank's location in-line with delivery schedule and implementation timelines mentioned in Section 8.
- 2) In-depth scope of work is outlined in Section 7 – "Scope of Work" of this RFP document. Bank seeks comprehensive proposals from the bidders who have capabilities to meet Bank's requirements and have a serious interest in providing the required services. This RFP provides information on Bank, scope of work and instructions for the preparation and submission of the RFP response.
- 3) Term of the contract shall be for a period of 5 years from the day of installation acceptance and Commissioning of respective hardware, software and services by the Bank. Bank has the option for extending the AMC/ATS of the in scope components for additional 2 year after expiry of the contract at the same cost of 5th year AMC/ATS cost of this tender.
- 4) **Bank reserves the right to issue a repeat order for any of the components or services at the same price subject to a maximum of 25% of ordered quantity within 60months from the date of Purchase Order at the same price provided INR-US\$ exchange rate does not vary by more than 10% as compared to INR-US\$ exchange rate as on the date of purchase order and above or below that price will be adjusted by the Bank as per change in exchange rate.**
- 5) Over and above the Repeat Order quantity, Bank may Purchase additional NVMe Disk at the same price mentioned in Bill of Material quoted by the Bidder based on Mutual Agreement during the Contract Period.
- 6) Bidder shall be responsible for following:
  - End-to-end installation and implementation of hardware, software licenses and Cabling, as mentioned in Annexure 2: Commercial Bill of Materials, at Bank's identified locations including configuration and customization requirement.
  - Integration, if any, with Bank's existing application platforms, server and storage environment, enterprise network, security solutions, ticketing tools etc.

- Adherence to Service Level Agreements (SLA) as mentioned in this RFP document and periodic monitoring and reporting of the same to Bank.
  - Provision of comprehensive onsite warranty, AMC/ATS post warranty period is over and maintenance of the in-scope components for the tenure of the contract
- 7) Procurement of the application software and other in-scope components would be at Bank's discretion. Bank is not liable or bound to procure all the solutions mentioned. Bank may ask for staggered delivery of some of the components mentioned in the RFP. Details of the same would be shared with the Successful Bidder at a later stage. Bank may undertake phase wise procurement, supply, installation, and implementations of the solution(s) and its licenses.
  - 8) Bank may procure products with required quantity (not limited to specific number) and may remove any solution at any stage, at its sole discretion, from in-scope proposed solutions that are part of this RFP.
  - 9) Considering the nature of the applications, it may happen that the bidder may propose a solution suite consisting of multiple features, functionalities suiting to the RFP requirements and in compliance of RBI cyber security and Outsourcing Circulars. The bidder shall provide the solutions with all such features (over and above to technical specifications) without any extra cost to the Bank. All the available functionalities should be available to the Bank. The bidders shall include all necessary expenses in complete cost of the respective line items of the solution in Annexure 2: Commercial Bill of Materials. All costs shall be included in the line items only.
  - 10) The bidder shall provide complete services for the applications under the scope including installation, implementation, integration, management, maintenance, support, audit compliance and knowledge transfer.
  - 11) The solution shall include all components and subcomponents like software licenses, accessories, and the bidder should supply other components at no extra cost to the Bank (required for commissioning of the solution as a part of RFP).
  - 12) The bidder shall replace and upgrade the out-of-support, out-of-service, end-of-life (EOL), End of Support (EOS) undersized infrastructure elements as soon as the respective OEM announced the same at no additional cost to the Bank throughout the 5 years of contract period. The bidder shall carry out such Replacement & up gradation of components (Appliance & Software) before due date. Failure to replace within three months of intimation by Bank will be treated as violation of SLA, Bank will procure the new solution as same, and cost will be deducted from payables/ payments as penalty or by invoking performance guarantee.
  - 13) During the period of the contract, all upgrades/updates or requirements in hardware, software, licensing, implementation of upgrades/patches/version changes etc., due to whatsoever reason including but not limited to EOL or EOS, shall be done by the bidder within stipulated time but not later than one month without any additional cost to the Bank. EOS/EOL solution will not be accepted and if any solution is declared EOS/EOL during the period of contract, the bidder shall do the necessary upgrade to the latest version at no additional cost to the Bank and with minimum downtime, at no additional cost to the Bank.
  - 14) The bidder should inform to the Bank if any new version/update/service pack/upgrade of the proposed solution is released by OEM, within seven (7) days of such release

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

- 24) The bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc. and Integrity certificate should be submitted to the Bank as per the related format.
- 25) The Proposed Solution should support all heterogeneous OS, Database, Hypervisor Platforms etc.
- 26) The bidder has to do Escrow Agreement for the in-scope Solutions including all the parties at no extra cost to Bank. Bidder may quote the same in the Bill of Materials.
- 27) The proposed solution must have redundancy at all levels e.g. network redundancy (for management network interfaces), Application High Availability and power-supply redundancy at hardware/ software level required to achieve the high availability/ redundancy as per defined SLA/uptime.
- 28) The critical data / database should be stored in encrypted form.
- 29) Proposed solutions should have very high-scale architecture on a platform that scales efficiently. The solution should also support 64-bit architecture environments for high scalability. Solutions should have extensible architecture for easy integration and automation. The architecture should support High Availability inbuilt into the product.
- 30) The bidder shall supply all modules, Software Applications with required licenses and do the installation, integration configuration & deployment of the solution at the Bank's DC, DR and Near Site.
- 31) **The Annual Maintenance Cost should be minimum 8% per year of the cost of respective Product cost.**
- 32) **The Annual Technical Support should be minimum 20% per year of the cost of Product/ Service/ License**  
**For example-**
  - **If the solution cost for a particular item is Rs.100 as quoted for specific solution. In that case, AMC cost of Solution shall be of minimum 8 % of total cost of solution cost for that item i.e. Rs.8 per year. And AMC cost for two years should be minimum =  $8 \times 2 = 16$  % of total solution cost as quoted for respective line items.**
  - **If the solution cost for a particular item is Rs.100 as quoted for specific solution. In that case, ATS cost of Solution shall be of minimum 20 % of total cost of solution cost for that item i.e. Rs.20 per year. And ATS cost for four years should be minimum =  $20 \times 4 = 80$  % of total solution cost as quoted for respective line items.**
- 33) The bidder would be responsible for updates, patches, bug fixes, version upgrades, and firmware upgrade.
- 34) Bidder is required to provide details of each individual proposed hardware, application software and other in-scope components along with its associated hardware & software and any other component/service necessary for installation and implementation, as mentioned in Annexure 2: Commercial Bill of Materials.
- 35) All necessary Racks, Power strips, Power cables, Network cables, Fibre cables and any other components required for successful implementation of the solution are to be supplied and commissioned by the Successful Bidder at no additional cost to the Bank.

- 36) Post implementation of the solutions, the scope of successful bidder contains support for the following activities, but not limited to, from time to time, in relation to maintenance and upgrades/updates/patches:
- Firmware/ IOS Upgrades / up to date patching,
  - Faulty Parts replacement,
  - Hardware System monitoring,
  - Troubleshooting & Performance Tuning,
  - Operating System Upgrades,
  - Upgrades of supplied software,
  - Advisories on software upgrades & vulnerabilities,
  - Support during DR Drills,
  - OS Administration & patching as per OEM guidelines
  - VA / PT Compliance/Audit /Review as per Bank's requirement /Statuary guidelines
  - Any support required to make system & solution up and running as per SLA.
- 37) The list mentioned above is the indicative list; however, the successful bidder should provide end-to-end support and repair for any activities and resolution of any issues related to new deployment without any extra cost to the Bank.
- 38) Bidder must give the complete SOP (Standard Operating Procedure) document (Hard Copy & Soft Copy) before the sign off of the complete project as per Bank. SOP document should cover all the steps and troubleshooting required to install the products. SOP document should also include various basic steps to operate the devices, to create any policy/rules, to take backup, to restore, to configure reports etc.
- 39) Bank will not Sign any agreement directly with OEM. Only Bidders are eligible to sign the same with Bank.

## **7.2 Detailed Scope of Work**

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

### **7.2.1 Detailed General Scope**

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

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

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

- 3) Bank's Data Centre (DC) and Near Site is located in Mumbai and Disaster Recovery Centre (DRC) is in Hyderabad. The bidder shall install the solution On-site at DC, Near Site and DR.
- 4) For in-scope Hardware, software, application software and cabling as mentioned in this RFP document and in Annexure 2: Commercial Bill of Materials, bidder should avoid quoting components going end-of-sale within 24 months of its date of delivery.
- 5) The proposed solutions shall be tightly integrated with all existing setup and new infrastructure /Assets Inventory Software of the Bank. The successful bidder shall supply, implement and maintain these IT Tools/ Solutions for Bank's IT Infrastructure for a period of 5 years.
- 6) Bidder should ensure that proposed hardware and software components should not go end of-life or end-of-support within 7 years of date of delivery of the device/s, the same responsibility shall so survive even after termination or expiry of the contract.
- 7) The delivery plan must be synchronized with the project delivery timelines of Bank. (Refer Section 8 of this document for Project Delivery timelines)
- 8) Bidder is required to provide resources, which may be required for successful completion of the entire assignment within the quoted cost to Bank.
- 9) All in-scope hardware should be provided with 3 years of comprehensive on-site warranty which will start from the date of installation acceptance of the respective hardware/software by Bank. Post warranty period completion, bidder should provide onsite AMC for the period of 2 years. For all the in-scope software, bidder should provide 1 year of warranty and 4 years of ATS. Bidder is required to co-ordinate with Bank's

existing System Integrator for Facilities Management Services throughout the contract tenure.

- 10) The proposed solutions should coexist with all the other applications like DLP, Application Whitelisting solution, Anti-virus, Software distribution tool etc. functioning in the Banks environment without affecting any of the applications performance and Security.
- 11) For Bill of Material and Minimum Technical Specifications details refer to Annexure 2: Commercial Bill of Materials and Annexure 12: Minimum Technical Specifications.
- 12) Any open or community version of software / application is not allowed to be used in the Bank. The Bidder should quote only OEM supported version of the software /application.

### 7.2.2 OEM Scope

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

S. N	Deliverable	Application OEM Responsibility
1	Project Plan	OEM(s) to review the Project plan submitted by the Bidder for their respective solution.
2	HLD/ LLD	Bidder to take inputs from the OEM(s) and provide LLD & HLD documents to the Bank. However, it is the responsibility of the OEM(s) to review and recommend a methodology to achieve best performance. The same needs to be implemented upon sign-off on the documents by the Bank.
3	Data Migration Strategy (Application, Database, Storage, Backup and LTO)	OEM(s) to prepare the Data Migration Approach which should broadly include Transaction Data, the approach for customer data, execution of migration utilities on the data and resolving the issue for any inconsistency in the data.
4	Base Product Patches	OEM(s) to provide all patches related to Product, Customizations and Interfaces within the agreed timelines. OEM(s) to reconcile the product and other patches provided to the Bank in a manner that the same is available on Day 1 to the Bank.

6	Go-Live	Installation by OEM(s) and OEM(s) to assist in having hygiene factors in place for checks and closures of SIT/ UAT/ correctness of data. OEM(s) should be available during the Go-live period to address any bugs raised during the go-live phase.
7	Status Reports	OEM(s) till implementation closure is required to be a part of the status calls from an application point of view to provide timelines for bug closures.
8	Documentation	OEM(s) to share the following: <ul style="list-style-type: none"> <li>Product manuals</li> <li>Technical manuals</li> </ul>

### **7.2.2.1 Scope**

- 1) Bidder has to supply, Install and Configure the Storage for the Project at Banks DC DR and Near Site location as per the Minimum Technical Specification and Bill of Material Sheet.
- 2) Successful Bidder has to install, migrate and Commission the Hardware and Software and hand over the System to the Bank's Existing Service Provider.
- 3) The Bidder has to supply and lay all kind of Cables at DC, DR and Near Site locations as per the Bank Requirement.
- 4) Bidder will provide a detailed formulated project plan with timelines for the implementation of the infrastructure.
- 5) Successful Bidder will provide knowledge transfer to Bank and their FM Service Provider for the Solutions.

**All the configurations have to be done by the OEM's.**

### **7.3 Existing Infrastructure Details**

This section describes the list of existing storage with details of application running on the existing SAN infrastructure.

#### **Storage Details**

#	Model	SAN/NAS/Object/File	Cache	Disk Type SAS/SATA/SSD/Nvme	Number of Disks	Disk capacity	Raid Level	Usable Space
1	G1500	SAN	2048 GB	FMD	204	14TB	RAID1 and RAID5	2035TB
2	G1500	SAN	2048 GB	FMD	204	14TB	RAID1 and RAID5	1920TB
3	G1500	SAN	2048 GB	FMD	20	14TB	RAID1	128TB

#### **Applications Details**

More than 50 applications and databases are running on above SAN architecture which are hosted on physical and virtual environment of Dell, HP, Oracle servers and s390x Linux1.

## **7.4 Broad Scope of Work**

This section covers the broad set of requirements for the Storage, SAN switches and associated software licenses to be deployed at the Bank. This Project is being divided into multiple phases. The Scope of Work for Bidder is broadly enumerated in the later section. The Successful bidder would seamlessly integrate, manage and co-exist with Infrastructure of various application team(s) and product OEM(s), implementation partner(s) and other agencies. Successful bidder should provide Bank the most reliable and robust SAN storage augmentation as per the IT needs categorically defined in the RFP. However, certain services though not mentioned here but are essential as determined by Bank for the success of SAN Storage Augmentation across the project period and after Go-Live shall be deemed to be included in bidders' scope without any additional price to the Bank.

### **DC and DRC Requirement**

Augment/ Migrate Storage Capacity with approx. 4.3 PB of disk usable ( approx. 350 TB in RAID 10 and approx. 4000 TB in RAID 5) capacity using high capacity NVMe disk, 192\*32 GB FC ports and associated software at DC to host NBC and CBS suite of applications & databases including its multiple copies for next 5 years.

Migration of data (scripts, binaries, executables, ini, etc.) For NBC, CBS Applications, other applications and Database from one of the existing storage arrays to the newly augmented storage.

Director Class SAN Switch with fabric manager needs to be installed at DC and DRC locations. SAN port requirement per SAN switch at DC and DRC is 336 number of 32Gbps.

### **Near Site Requirements**

Augment/ Migrate Storage Capacity with approx. 400TB of disk usable in RAID 10 capacity using high capacity NVMe disk, associated software at NDR to host CBS suite of applications & databases for next 5 years.

Bidder has to provision for redundant SAN Switch ports for DC and NS connectivity.

The bidder to configure application-level replication between DC and DRC required for successful deployment of the storage subsystem. The OEM to configure storage level replication between DC and Near Site required for successful deployment of the storage subsystem.

**Note:** Storage should come with maximum cache, fully populated storage controllers and frontend ports for DC and DRC.

### **Passive Cabling**

Bidder has to provide and lay adequate number of cables with proper measurement for successful implementation of SAN array.

## Phases of Storage Augmentation Project

This section covers the broad set of phases in which the whole Storage Augmentation project shall be taken forward:

#	Description of the Phases
1	<b>Phase-1</b> Supply, Installation of VSP 5600 Storage with capacity of 352 TB usable capacity Using 15 TB NVMe, in RAID 10 (2D+2D), capacity of 574 TB usable capacity Using 15 TB NVMe, in RAID 5 (7D+1P) & capacity of 1149 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P) at each location of DC and DRC. Supply, Installation of Director Class SAN Switch with fabric manager at DC and DRC with 192 ports of 32Gbps.
2	<b>Phase-2 – <u>The Phase-2 will start from 15<sup>th</sup> December 2026</u></b> Augmentation of VSP 5600 Storage with additional capacity of 2299 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P) & Migration of Existing VSP G1500 Storage Data to VSP 5600 Storage, Decommissioning of existing G1500 storage at each location of DC and DRC. Augmentation of Director Class SAN Switch with Addition of 3x48ports of 32Gbps at DC and DRC. Supply, Installation of VSP 5600 Storage with 4 Controller capacity of approx. 400 TB usable capacity Using 15 TB/30 TB NVMe in RAID 10 (2D+2D) . Migration of Existing VSP G1500 Storage Data to VSP 5600 Storage, Decommissioning of existing G1500 storage at Near Site.

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

#	Activity	Responsibility	To be performed by	Remarks
1	Delivery of hardware and associated software	Bidder	Bidder	Bidder will deliver the required hardware and associated software
2	Review of High Level and Low-Level Design for storage implementation	Bidder	OEM	<ul style="list-style-type: none"> <li>a) Review the identification and formulation strategy to achieve Design Goals</li> <li>b) Review the schema design of the storage to achieve Design Goals</li> <li>c) Assess the devised Virtualization plan and strategy to ensure compatibility during migration from old hardware to new hardware</li> <li>d) Assess the design on LUN creation, mapping / assigning of storage area with LUN, adding hosts, deletion of hosts etc.</li> </ul>

#	Activity	Responsibility	To be performed by	Remarks
				<ul style="list-style-type: none"> <li>e) Review the migration plan from existing to new/existing storage</li> <li>f) A comprehensive report for all above activities should be submitted within one week of the completion of activities</li> </ul>
3	Installation, configuration, and operationalization	Bidder	OEM	OEM will do the installation, configuration and operationalization of the supplied hardware and software
4	Review the Storage Migration Plan and post migration validation	Bidder	OEM	<ul style="list-style-type: none"> <li>a) Assisting in formulating the process documentation for migration of data from the source systems</li> <li>b) Assist in performing checks to ensure data migration success</li> <li>c) A comprehensive report for all above activities should be submitted within one week of the completion of activities</li> </ul>
5	Database & Application Data migration	Bidder	NBC and CBS SI, Bidder & OEM	Bidder and OEM need to extend all the required assistance to Bank and its NBC and CBS systems integrator for the successful database migration.
6	Storage data migration and SAN switch migration	Bidder	OEM and Bidder (for cabling and other passive work)	<p>OEM will have to successfully migrate identified workload data from existing storage to new storage as applicable. Also, cabling and SAN switch migration to the new platform to be conducted.</p> <p>Any information pertaining to existing configuration or setup will be provided by the Bank/existing SI. All required supports to be extended to the OEM to conduct the data migration.</p>
7	Reporting, Architecture Review & Performance Assessment of	Bidder	OEM	To be done by OEM and report to be submitted to the bank half yearly.

#	Activity	Responsibility	To be performed by	Remarks
	the supplied solution			
8	Handover	Bidder	Bidder	Bidder will have to handover the new fully operational solution to bank's identified SI. The handover documentation shall include all proactive and re-active facility management and periodic housekeeping activities. As part of the hand over the Bidder and OEM needs to provide the necessary hand holding to selected bank officials/ NBC/ CBS SI. All relevant hard copy needs to be submitted as well.
9	Project Management of Implementation	Bidder	OEM	<p>The detailed scope of the OEM has been defined below as per the requirement of the bank:</p> <ol style="list-style-type: none"> <li>1. Program Director manage the entire implementation till completion, documentation, and closure for: <ol style="list-style-type: none"> <li>a. The deployment / installation of proposed storages and SAN switches.</li> <li>b. Migration of existing data from G1500 to VSP5600.</li> <li>c. Install, configure, and integrate the additional capacity to Bank's current IT infrastructure.</li> </ol> </li> <li>2. Resolve performance issues, if any, after storage migration</li> <li>3. Project management and detailed implementation plan with installation / implementation documents (with all screenshots).</li> <li>4. Failed disk (if any) drive will be retained by the Bank</li> <li>5. Provide following documents for performing regular activities in the future: <ol style="list-style-type: none"> <li>a. Host creation</li> <li>b. Host deletion</li> <li>c. LUN creation</li> </ol> </li> </ol>

#	Activity	Responsibility	To be performed by	Remarks
				<ul style="list-style-type: none"> <li>d. LUN assignment/mapping to hosts</li> <li>e. LUN un-assignment /un-mapping</li> <li>f. LUN deletion</li> <li>g. Flash copy and snapshot creation</li> <li>h. Flash copy and snapshot restoration</li> <li>i. Flash copy and snapshot deletion</li> <li>j. Monitoring and management documentation for the onsite support team</li> <li>k. Complete configuration and architecture diagram for the solution.</li> <li>l. Zoning in SAN switch.</li> <li>m. SOP of all the management software's for storage and SAN switch</li> </ul>
10	AMC/ ATS	Bidder	Bidder	<ul style="list-style-type: none"> <li>1. The bidder needs to provide the necessary AMC and ATS for the tenure of the contract for the proposed solution.</li> <li>2. Bidder is required to factor in AMC for 5 years for existing enclosure/ chassis of SAN Switch</li> </ul>

### 7.5 Detailed Scope of Work

This section describes the detailed scope of work to be taken by Bidder for storage augmentation. The bidder has the whole responsibility for delivery, installation, data migration, Go-live and post go live support which is not limited to below scope of work.

Bidder is required to buyback the old storage and before taking it off from bank premises the bidder is required to degauss, sanitize and/or physically damage the disks as per Bank's policy. Bidder is required to factor the price of the equipment as part of the bill of materials. Also, degaussing of any items other than that are not required and the same will be handover to Bank. Bidder is required to remove all the existing passive cabling for the buyback hardware.

### **Delivery & Installation**

The Bidder must perform below activities to successfully Deliver and install the Storage component required for Storage Augmentation project.

1. The bidder to coordinate with the respective Data Centre SPOC (DC/DRC/Near Site) in respect of all the assignments relating to this particular RFP.
2. The bidder is responsible for delivery, transportation, transit insurance, physical storage, unpack, racking and stacking, insurance till acceptance by the bank, installation and commissioning of storage at sites including integration, acceptance testing, documentation, warranty, annual maintenance.
3. Any delay in installation of the proposed storage for whatsoever reasons should not entail in expiry of insurance and the same should be continued to be extended up to the date of installation, acceptance and commissioning of the delivered storage and it's associated licenses by the Bank.
4. Bidder shall arrange for the Pre-delivery inspection for all the hardware.
5. The bidder shall be responsible for installation and commissioning and other related activities such as unpacking, uncarting, post-delivery inspection etc.
6. During the installation, the bidder shall check physical availability of items as per the packing list. If any of the items are not delivered / not as per the specification / are damaged etc., the bidders' representative/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered. The Bidder shall have to arrange for all testing equipment and tools required for installation, maintenance, and also arrange the vehicle for transport at no additional cost to the Bank.
7. In case damage of the property owned / leased by the Bank during storage delivery and installation which is attributable to the bidder, bidder has to replace the damaged property at no cost to the bank.
8. The bidder shall ensure compatibility of the storage and licenses that they supply with the hardware and software systems being used in the bank.
9. The bidder shall ensure to install & provide the related software component required to manage, performance tuning of all the storage subsystem from single pane of glass.
10. The bidder shall adhere to the service level specified in the RFP for the installation of storage infrastructure supplied by the bidder.
11. The Bidder is required to provide spare flash module without any extra cost to the bank in case of damage or malfunctioning is identified and reported, however the existing damage on malfunctioned flash drive is not allowed to be taken off from the bank's premises.
12. The Bidder should provide the necessary Power, space, cooling requirements for the deployment of the storage subsystem.
13. The Bidder is required to provide necessary connecting cables (SAN & LAN) as part of the bill of materials required for successful deployment of the storage subsystem.
14. The bidder needs to perform the necessary firmware upgrade of storage subsystem during the contract period without any additional cost to bank.
15. The Bidder is required to provide the necessary pre-requisites to the Bank at least two weeks before the product delivery.
16. The Bidder is required to provide the storage sub system with maximum cache, fully populated storage controllers and frontend ports at DC and DRC.
17. The Bidder is responsible for creating the necessary storage partitioning, raid groups, Dynamic pool creation.

18. The bidder is responsible for any storage virtualization to be required for deployment of storage subsystem.
19. The bidder to configure any replication, snapshot, mirror image required for successful deployment of the storage subsystem. The necessary license needs to be factored at no additional cost to bank.
20. The bidder is required to configure and follow OEM's Best practice and set any system parameters required for storage performance.
21. The bidder to configure required SAN switch zoning, host group or storage group creation required for deployment of storage subsystem.
22. The bidder to configure and deploy any necessary software, tool, centralized management and performance tool as part of the storage subsystem deployment.
23. The bidder needs to support Bank for the integration of Storage Subsystem and SAN Switches required for Bank existing software like Ticketing (if any), monitoring (if any), and disaster recovery (if any).
24. The Bidder is required to provide any additional Software license or hardware component deemed necessary for successful installation and commissioning without any additional cost to Bank for the contract period.

### **Data Migration**

The Bidder must perform below activities to successfully migrate the existing Storage Data to VSP 5600 with keeping in mind the controller performance should not hamper the banking applications.

OEM will have to complete the successful migration of data from old storages to the augmented storage. Data migration to be ensured with minimal downtime and should be performed as per bank's discretion including holidays and non-business hours. Skill sets should include expertise in SAN Network and SAN Storage. All migration and validation related to Oracle database has to be completed by the database OEM.

1. OEM is required to carry out migration of data from existing Storage Systems to the Core storage system.
2. The bidder shall adhere to the service level specified in the RFP for the migration of the data from one storage to another storage.
3. Bidder shall document migration Plan(s) and design using the validated data collected during discovery process, including definition of the migration methodology to be employed.
4. OEM is required to migrate data from Bank's existing Storage System(s) to augmented Storage System(s) and migrate the Host servers that access the data according to the agreed schedule in the migration plan.
5. Adequate and efficient migration (data and SAN) methodology should be adopted to ensure minimal down time and zero data loss.
6. Perform a Pilot Migration to measure LUN mirroring throughput rates (MB/sec) from one of the Source Storage Systems. The resulting average will be used to update mirror times planned for the remaining scheduled Migration Events.
7. The bidder has to perform verification of data migrated
8. Perform one Test Migration per operating systems to test and validate the migration process.

9. Bidder to perform any firmware upgrade in the existing storage with coordination to Bank's existing Vendor.
10. Bidder to deploy resources for fetching the existing storage and SAN switch details pertaining to San Zoning, Volumes, Volume size, Host mapping, firmware, and other information required for successful migration of data.
11. Bidder to include any data migration tool, software required for data migration, Bank will not provide any additional cost for the same.
12. Bidder needs to coordinate with Bank existing application and other vendors required for gathering the data and even during the data migration.
13. The Bidder needs to configure the necessary size of Volumes required for data migration.
14. The bidder needs to liaison with bank existing vendor for gathering the existing information required for data migration.
15. The bidder needs to deploy necessary tool without any additional cost to bank required for data migration, Bidder to provide details of any infrastructure required from bank for deployment of any such tool in the technical bid.
16. The bidder to provide the migration methodology in the technical bid and technical presentation and need to factor any tool if required without any additional cost to bank.

## Maintenance

The Bidder must perform below activities to successfully handover Storage Subsystem to existing bank Vendor after successful migration of the data.

1. The Bidder shall provide the High-Level Document & Low-Level Documentation with As-is built documentation to the existing vendor.
2. Bidder shall conduct necessary knowledge transfer as part of the handover so that existing vendor can do maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, and necessary repairing of the Equipment) at specified intervals as may be necessary from time to time to ensure that the equipment is in efficient running condition to ensure trouble free functioning.
3. In case of failure of any component the bidder needs to provide replacement component before taking faulty component out of the premises for repair. Or should as a part of handover provide the necessary details to bank existing vendor, so that replacement of faulty parts can be undertaken by existing vendor.
4. Provide Knowledge Transfer to Bank throughout delivery of the Service, which includes a detailed overview on the implementation and configuration parameters and features and functionality of Bank's Target Storage Systems(s). This should include a handbook about maintenance, management and housekeeping which shall be guiding document to Bank and or its appointed Bidder.
5. The Bidder to ensure proper details and mechanism for AMC & ATS needs to be handed over to bank existing vendor for ensuring smooth operations by Bank existing Vendor.
6. The bidder needs to provide knowledge transfer to bank's existing vendor not limited to below:
  - a. All the necessary OEM documentation, OEM Portal login details, the software copies
  - b. All the license copies
  - c. All the procedure and process on how to log case with Bidder/OEM for faulty part replacement, firmware upgrade and other maintenance activities.

- d. As built document containing information on raid group, pools, volumes, host group, San zoning
- e. All the credentials of the management software and how to fetch out of the box management and performance report.
- f. On how to use the centralized management tool for day-to-day operations.
- g. Replication, Mirror images or snapshot configuration details
- h. Handover of proper scripts required to maintain replication, mirror images or snapshot images.

### Storage Augmentation Activity Set

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

Activity Set	List of Detail Activities
Kick-Off Meeting	<p>Bidder will:</p> <ul style="list-style-type: none"> <li>✓ Conduct a Kick-off Meeting with the Bank stakeholders to review the project Scope, Approach, Deliverables, Milestones, and responsibilities of both parties.</li> <li>✓ During the Kick-off Meeting, Bidder will exchange contact, procedural and schedule information with Bank</li> </ul>
Pre-Site Tasks	<p>Bidder will:</p> <ul style="list-style-type: none"> <li>✓ At least one week prior to commencing Service at the Service Location, Bidder will provide Bank with a Pre-site Readiness Checklist. Bidder will verify that the necessary prerequisites listed in the Pre-site Readiness Checklist have been completed. Checklist includes an inventory of Bank's environment included in the Scope of the Service.</li> <li>✓ Bidder will meet with the Bank to confirm logistics, such as user access and workspace, and identify any modifications to Bank's inventory in the Pre-site Readiness Checklist.</li> <li>✓ When the Pre-site Readiness Checklist is completed and verified by Bidder, Bidder and Bank will schedule the Service to commence at the Service Location.</li> </ul>
Discovery	<p>Bidder will:</p> <ul style="list-style-type: none"> <li>✓ Deploy Tool on Bank's Host Server(s) and interview Bank to collect host path level information, including: <ul style="list-style-type: none"> <li>○ Host (physical and virtual), HBA, SAN (fabric, firmware, names), details and mapping</li> <li>○ Existing storage hardware, port, LUN information and details</li> <li>○ Storage allocations and usage</li> </ul> </li> <li>✓ All data gathered in the Discovery Phase will be validated for its accuracy and relevance to the proposed refresh. The data will then be compared against Bidder Product Support and Software Matrix to validate its supported levels of storage OS and firmware, etc. and to be documented. <ul style="list-style-type: none"> <li>○ Interim Support Requests will be created as necessary</li> <li>○ Suggestions for driver, firmware, and/or hardware updates will be made</li> </ul> </li> </ul>
Plan & Design	OEM will:

Activity Set	List of Detail Activities
	<ul style="list-style-type: none"> <li>✓ Conduct interviews with Bank as required to validate the technical details gathered earlier as needed to perform the Service.</li> <li>✓ Work with Bank, NBC, CBS SI &amp; Vendor to design and plan the required migration tasks.</li> <li>✓ Review and provide adequate input to create a comprehensive migration plan from existing storage to augmented/core storage</li> <li>✓ Compare the overall project schedule and number of migration events and their duration with the task Schedule per week, including: <ul style="list-style-type: none"> <li>○ Racking and stacking of core storage.</li> <li>○ Schedule pre-planning work</li> <li>○ Review final migration steps and schedule outage meetings if any.</li> <li>○ Validate Bank Change request, conduct walk-through of tasks and events.</li> </ul> </li> <li>✓ The following Deliverables will be provided to Bank during the Planning and Design Phase: <ul style="list-style-type: none"> <li>○ Comprehensive review report on Project Plan, HLD, LLD &amp; migration Plan, remedial plan and rollback plan</li> </ul> </li> </ul>
Data and SAN Switch Migration	<p>Bidder and OEM jointly will:</p> <ul style="list-style-type: none"> <li>✓ Install and configure the proposed storage solution.</li> <li>✓ Configure the supporting and associated software and hardware.</li> <li>✓ Configure the storage in preparation for the hosts to be migrated.</li> <li>✓ Perform the necessary cabling and augmentation/migration of existing SAN switch configuration and ensure operational connectivity with Bank CBS and other Host as required by the bank.</li> <li>✓ The final migration plan should include a requirement for a pilot migration, such migration will be executed first. The pilot migration will measure LUN mirroring throughput rates (MB/Sec) from one of the source storage systems, the resulting average rate will be used to update mirror times planned for the remaining scheduled migration events.</li> <li>✓ Validate and review the data migration plan with Bank in preparation for the upcoming migration event</li> <li>✓ Initiate the data migration process. Update the project plan and tasks as necessary with changes and updates</li> </ul>
Testing & Validation	<p>Bidder is required to ensure that OEM will</p> <ul style="list-style-type: none"> <li>✓ Assist Bank with the verification of the data integrity, usable capacity and of the accessibility of that data by Bank's team.</li> <li>✓ Once Bank and OEM have agreed that the designated LUN for an identified migration event has been migrated, designated host servers are running using augmented storage, and that Bank's applications have resumed processing, Bank's project team will validate the completed event including data level validation. The OEM will ensure zero data loss and successful migration of data.</li> </ul>
Hand-Holding	<p>Bidder will:</p> <ul style="list-style-type: none"> <li>✓ Provide Knowledge Transfer / hand holding to Bank's technical</li> </ul>

Activity Set	List of Detail Activities
	<p>staff throughout the delivery of Service, which includes a detailed overview on the implementation and configuration parameters and features and functionality of the proposed core storage system(s).</p> <ul style="list-style-type: none"> <li>✓ A detailed knowledge transfer session by OEM has to be conducted for selected bank employees / SI on the implemented solution</li> </ul>
Project Closure	<p>Bidder will:</p> <ul style="list-style-type: none"> <li>✓ Review the proposed storage system(s) with the migrated data with Bank's project team.</li> <li>✓ Review Service-related documents with Bank.</li> <li>✓ Review troubleshooting, support, and escalation procedures with Bank.</li> </ul>

### Benchmarking

Benchmarking of the new storage will be performed using the VDBench software to validate the scalability of the proposed storage configuration at no additional cost to Bank at Bank premises Only after the delivery. The benchmark should demonstrate the following parameters

The successful bidder is required to conduct a performance benchmarking against the following parameters: this will enable bank to identify the serviceability till projected growth

1. Projected combined IOPS across arrays at any site (DC/DR) for augmented capacity at the end of contract period; benchmarking to be done on 600000 IOPS
2. Average of < 2 ms response time for the above IOPS
3. IOPS and response time / latency will be recorded against various RAID types (Raid 10- Raid 5)
4. Benchmarking test on random workload using 8K block size simulating an application Read: Write profile of 70:30
5. Controller utilization should not go beyond 70% Utilization.

### 7.6 Onsite Support

"The Bank shall give Bidder/OEM and its personnel only physical access to the Support Location, and the designated hardware & Equipment to enable Bidder to provide the Maintenance & Support Services. Any mode of remote access will not be allowed from any Network outside Bank's Network."

### GENERAL TERMS

1. The selected Bidder should create SOPs.
2. Bidder to ensure that no software reaches end of life or end of support during the entire contract period, failing which, bidder will be required to upgrade or replace the same at no additional cost to the Bank.

3. Bidder is required to provide RCA for all key issues for the in-scope applications within 24 hours of the issue being identified/ notified.
4. Vendor should have to perform/configure backup for all the supplied solutions/applications as per Bank's policy/requirement.
5. The Successful bidder is expected to ensure that all statutory and regulatory changes for the entire contract duration of the respective solution is incorporated in the solution at no additional cost to the Bank.
6. The Solution shall include all commercial licenses for app, database, middleware, etc. as required for the functioning of the solution. No freeware or unlicensed open-source software should be used in the solution. All the Licenses should be enterprise class.
7. Successful Bidder will provide knowledge transfer/ training to Bank team/ staff & SI prior to completion of the installation and commissioning of Solution.
8. Bidder should conduct preventive maintenance on quarterly basis.
9. Project documentation along with SOP for each activity in detail should be submitted.
10. Vendor will provide a detailed formulated project plan, architecture with timelines for the implementation of the infrastructure in hard copy as well as in soft copy
11. The Bidder should have premium support arrangements with the respective OEM. The successful bidder should have back to back agreement with the OEM for troubleshooting, patching, support through call centre or customer web portal and any other services which Bank is entitled to obtain from the OEM. The Bidder and Bank should be able to log a call with the OEM directly.
12. The bidder should submit the future roadmap of at least 5 years of the respective OEM regarding development and support of proposed solutions/ products.
13. The successful bidder shall handle all matters including the configuration, implementation, operation, monitoring, management and maintenance of the proposed solution.
14. Bidder must have valid licenses and ATS contract with the OEM for all the Software used to implement the proposed solution.
15. The hardware and software supplied by the vendor should be of latest versions and should reach end of support/ end of life only after 7 years from the date of supply. The technology providers, including OEM will be required to submit a written undertaking, explicitly stating their commitment to provide spares, full technical, operational and maintenance support to Bank during the warranty and AMC period.
16. All Software must come with 1 years of warranty and 4 years of AMC/ATS post completion of warranty period. There should be provision of extension of AMC/ATS for a further period up to 2 years at the 5<sup>th</sup> year cost.

#### INSTALLATION and SUPPORT DURING CONTRACT PERIOD

1. The installation will be done by OEM. The bidder has to provide at least two technical experts from OEM during implementation.
2. The technical resources should be competent to handle/ integrate/ implement/ test/ go-live of the solution/customizations within Bank's stipulated time. Onsite resource is

expected to perform, testing, UAT, preparation of test cases, support, monitoring, certification, implementation, reporting, coordination with Banks team/s, Audit compliance, VAPT(Vulnerability Assessment & Penetration Testing) closure, any other statutory compliance, patch installation, fixes, analytics, logged complain for software/hardware issues, day to day MIS reports, conducting DR Drill, DC-DR Drill, database support including performance monitoring, perform daily/weekly/monthly/yearly backup and restoration activity, optimization, maintenance of table spaces, log files, troubleshooting, online replication with zero lag, product documentation, user management and post go-live support. Detailed process documentation, SOP (Standard operating procedure) and management of solution should be created and submitted. Selected bidder is expected to deploy OEM resource who is academically good, technically sound and competent personnel to ensure smooth operations at Bank's site. The deputed personnel will be employed by the selected bidder on OEM payrolls/ contracts without having any employment right with the Bank. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the Bank and it would be responsibility of selected bidder to address such issues without involving the Bank. The deputed persons have to maintain the utmost secrecy & confidentiality of the Bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the Bank that data has been compromised/ disclosed/ misused/ misappropriated then Bank would take suitable action as deemed fit and selected vendor would be required to compensate the Bank to the fullest extent of loss incurred by the Bank. Bidder is expected to adhere to Bank's request for removal of any personnel, if Bank notices any negligence/gross misconduct/violation of trade secret/disclosure of Bank's data to third party and any decision of the Bank in this regard would be final and binding upon the selected vendor.

3. Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to any changes under any circumstances during the contract period or period of deliverables under this contract whichever is later from the date of placing purchase order.
4. The selected bidder has to do overall maintenance and working of Solution
5. The selected bidder should fix the bugs and carry out the necessary rectifications wherever necessary and deliver patches/ version changes effected. Provision should be available for version control and restoring the old versions in case of need by the Bank.
6. The selected bidder has to do Bug fixing, enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, Bank specific changes (including installation of new upgrades.)
7. The selected bidder has to do configuration changes, version up-gradations, performance monitoring, trouble shooting, patch installation, running of batch processes, replacement / support, technical support for application and data maintenance, recovery, query generation and management etc. of all software supplied under this RFP.

8. The selected bidder has to undertake immediate bug fix actions in the event of software failure causing an interruption of operation of the Solution as per the response / resolution times defined by Bank.
9. The selected bidder has to notify all the detected software errors and correct them as per the agreed timelines.
10. The selected bidder has to do routing of transactions through the backup system in case the primary system fails Switching to the DR site in case of system failure.
11. No visiting cost will be provided by Bank
12. If selected bidder fails to resolve or does not attend the issue in mentioned time frame, penalty will be charged proportionately.
13. The successful bidder shall ensure that all the purchased licenses are active without any omission at any point of time. Bidder shall have constant follow-up to activate/ re-install the licenses in case any system goes out of date and coordinate, follow-up in this regard, with the branches/ offices where such endpoint system is located.

#### **7.6.1 AMC/ATS for Hardware and Software Items**

1. The scope of the services and maintenance is to be provided for a period of five (5) years from the date of acceptance of installation by the Bank (i.e. 1-year warranty followed by 4 years AMC/ATS post warranty for Software and 3-years warranty followed by 2 years AMC post warranty for Hardware.). After expiry of Five years, Bank has the option to extend AMC/ ATS for additional two years at the same cost of 5<sup>th</sup> year price.
2. The bidder should keep the Bank explicitly informed about the end of support dates of the related products/hardware and should ensure support during the warranty and AMC period.
3. The bidder shall provide perpetual licenses and the Bank is free to procure AMC/ATS for all or part of the licenses provided in this contract.
4. The bidder shall ensure all kinds of maintenance, deployment, re-deployment of Solution under RFP scope, at central or remote sites and at endpoints of branches/offices as part of maintenance only. No additional charges shall be payable for redesigning / re- deployment or maintenance of solution at any or all endpoints including DC and DR sites of the Bank ordered from time to time. The bidder shall ensure all activities pertaining to continuity of the smooth running of the solution as part of AMC/ATS without any extra cost to the Bank.
5. Onsite Comprehensive maintenance of all applicable products, services, modules and accessories on yearly basis and sensitization of the end user for avoiding upcoming hazards on a regular basis. The vendor shall share the preventive maintenance reports in digital form/soft copy and hard copies shall, on demand by the Bank. If any part / items / accessories of the delivered products are found non-working / defective (due to whatsoever reason) during preventive maintenance, the Vendor at no extra cost to the Bank will replace it. The PM reports of the delivered products shall be duly recorded in two copies and produced as and when required.

6. Call basis Support for Solution related malfunctions, configuration as defined in SLAs and ability to log requests online. If required, engineer may have to visit the site for resolution of the issue.
7. Bank has the option for extending the AMC/ATS of the in scope components for additional 2 years after expiry of the contract at the same cost of 5<sup>th</sup> year AMC/ATS cost of this tender.
8. During Warranty and AMC Period, it will be mandatory on the part of the supplier to attend and resolve break down calls if any, as per the parameters/ timeframe defined in the "Service Level Agreement". The Vendor shall be responsible for non-compliance of SLA, due to delayed replacement of defective equipment /faulty parts/ software upgrades.
9. The successful bidder will attend to all breakdowns (due to whatsoever reason) in the Equipment/Systems, rectify problems thereof, and replace the faulty components of the systems with serviceable components. Such replacements will be free of cost on exchange basis. In the event the maintenance/ repair of any unit is to be carried out at any of the workshops, the Vendor shall make all arrangements for removal and transportation of equipment to the respective workshop and back to site at their risk and cost and will hand over the equipment in 100% working condition after repair/maintenance/rectification.
10. The Bank may procure & install new component(s) as a part of up gradation of existing system. In such cases, the original equipment (less new components) will continue to be governed by the AMC agreement and the new equipment(s) procured shall be covered under AMC on expiry of warranty period.
11. The Vendor will have to handover the system in 100% working condition on termination or at the end of the contract. Any breakdown call that has been reported before termination of the contract shall have to be corrected by the Vendor before handing over to Bank.
12. For on-site comprehensive maintenance of equipment, the tools, test equipment and fixtures etc. required (if any) for maintenance shall be provided by the Vendor only.
13. The Bank can terminate the AMC contract to the supplier of the equipment and discontinue the same due to performance issues by giving 90 days' notice.
14. AMC contract can be extended at the discretion of the Bank at the same rates after the expiry of the contract period.
15. Payment of support will be done as per calculation of the uptime, which is mentioned in the related clause.
16. The Bank, at its sole discretion, will enter into AMC.
17. Include all applicable Software Modules / Components items as applicable, indicated in the Price Schedule.
18. Bank at its discretion can terminate the AMC contract in whole or as part thereof with the Vendor and discontinue the same without citing any reason by giving 90 days' notice and applicable amount, on a pro-rata basis, for the service rendered shall be payable.
19. For the crucial issue hampering the working of entire system, the maximum response time for a maintenance complaint from the site of installation (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 4 (four) hours.

20. The Supplier shall ensure that faults and failures intimated by the Bank as above are set right within 6 hours of being informed of the same.
21. The bidder shall ensure re-deployment of Solution at central or remote sites or at endpoints as part of maintenance only. No additional charges shall be payable for re-designing / re-deployment of solution at any or all endpoints including DC and DR sites of the Bank. The bidder as part of AMC without any extra cost shall ensure all activities pertaining to continuity of the solution to the Bank.
22. AMC for System hardware and Software / off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.
23. Both the bidder and OEM will be totally responsible for the maintenance, configuration and fault free operations of supplied infrastructure i.e., hardware, software and its maintenance during the warranty and post warranty (AMC/ATSperiod) period.
24. Any technical glitch/ issue in installed infrastructure of the solution (i.e., hardware and software, OS/DB etc.) should be attended on priority and should cover under warranty/AMC.
25. Clauses related to Version Upgrades/Updates
  - i. The successful bidder should provide onsite support for all minor and major version upgrades, firmware upgrades in time for the devices and software supplied by the Successful Bidder from the Original Equipment Manufacturer (OEM) and during the period of contract at no extra cost.
  - ii. Program updates patches, fixes and critical security alerts as required.
  - iii. Documentation updates.
  - iv. All regulatory / statutory changes should be done without any additional cost to the Bank.
26. Right to Use Defective Product
  - i. If after delivery, acceptance and installation and within the guarantee and AMC period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.
  - ii. Arranging for the replacement of defective equipment / faulty parts (due to whatsoever reason) of equipment's on time basis as per SLA and the necessary coordination with OEM for the same during the whole contract period.
  - iii. **Service Level:** All defective parts/faulty Part shall be replaced at no extra cost. Replacement parts shall be new part from the same manufacturer(s). Whether a defective item or component is to be replaced or repaired shall be at the sole discretion of the Bank. In the case of a part, the defective part removed from the system will become the property of the selected firm.
  - iv. **Response Time Maximum:** Response Time for Remedial Maintenance under the contract is measured in elapsed coverage hours from the time a service request is received to the time the vendor's customer engineer arrives at Bank Site. This contract provides maximum of 4 coverage hour's response time.
  - v. **Response Time Maximum:**
    - o If Response time  $\leq 4$  Hrs then no penalty

- If Response time > 4 Hrs but <=8 hrs then 2% of Monthly Contract Value of solution if it is under warranty else 2% of monthly AMC cost of solution for each disruption.
- If Response time > 8 Hrs but <=24 hrs then 5% of Monthly Contract Value of solution if it is under warranty else 5% of monthly AMC cost of solution for each disruption.
- If Response time > 24 Hrs then 10% of Monthly Contract Value of Solution if it is under warranty else 10% of monthly AMC cost of solution for each disruption.

**27. Statutory and Regulatory Requirements:**

- i. The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC, Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the Bank during the tenure of the contract.

**7.6.2 Audit Trail Requirement**

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

**7.6.3 Delivery & Installation**

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

- 1) The bidder is responsible for delivery, transportation, transit insurance, of in-scope components of the RFP, insurance till acceptance by the Bank, installation/implementation and commissioning of In-scope Components at sites including integration, acceptance testing, documentation, warranty, annual maintenance.

- 2) The bidder shall be responsible for installation and commissioning and other related activities.
- 3) The Bidder shall have to arrange for all testing equipment and tools required for installation and maintenance.
- 4) Bidder shall document migration Plan(s) and design using the validated data collected during discovery process, including definition of the migration methodology to be employed.
- 5) The bidder shall adhere to the service level specified in the RFP for the installation/implementation of in-scope components supplied by the bidder.
- 6) Bidder is required to co-ordinate with the NBC, CBS-SI for the installation of all Software Licenses
- 7) Bidder is required to submit a report/certificate from OEM confirming that the installation is in line with RFP requirements, Bank's baseline security policy and OEM's standard installation practices.

#### **7.6.4 Maintenance**

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

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

#### **7.6.5 Knowledge Transfer**

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

### **7.6.6 Scope of Work for OEM Facility Management Engineer**

#### **1) Hitachi Vantara Storage and SAN Switch– L3 OEM RESOURCE**

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

- 1) OEM's on-site L3 support should be available during 10AM to 6PM on all Working Days during the period of contract.
- 2) The Onsite resource should maintain Storage, SAN and FCIP Switches attached with any of the Hitachi Vantara Storage of the Bank.
- 3) Overall proactive monitoring through online dashboard and management of components and related services part of this RFP.
- 4) Overall monitoring and management of the project during and after installation for the full period of contract.
- 5) Submission of periodical reports on the performance of all Storage and SAN Switches components and its reviews.
- 6) Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the services/Operations.
- 7) The onsite resource should support and coordinate / cooperate with the Bank & vendor teams.
- 8) The onsite resource should optimize existing processes and recommend changes for optimal functioning of Solution, in-tune with best practices and audit compliance.
- 9) The onsite resource has to ensure the support from respective OEM for all Storage and SAN Switch components to carry out the activity for expansion, upgrade and configuration of proposed solution during the period of contract without any additional cost to Bank.
- 10) The bidder shall provide backup resource in case onsite resource avails leave.
- 11) Onsite resource should coordinate with all the internal teams for follow-up for open tickets & activities.
- 12) Confidentiality of the Bank's data and all related details shall not be disclosed by the bidder to any third parties or persons.
- 13) The Bidder should submit back-ground verification report of the onsite engineer along with all documents at the time of joining onsite.
- 14) The onsite resource to be deputed will be interviewed by Bank's officials prior to deputation. If not found as per Banks' requirement, Bank will not permit the deployment of such resource(s).
- 15) The deputed personnel should be prepared to work for extended hours in case of Critical situations or pre-approved circumstances.
- 16) The deputed personnel should abide by timings of the Bank.
- 17) The on-site resource shall not be changed without prior approval from the Bank and adequate notice period must be served i.e., minimum two months. Any resigned resource of the on-site team should not be relieved before giving suitable replacement; and should surrender/ submit all the Bank assets.

- 18) Absence of any resource must be complemented with an equally skilled resource.
- 19) If the onsite engineer is found to be not qualified / suitable / his performance is not satisfactory, the bidder will have to replace the engineer within 45 days of written communication from the Bank regarding the same.
- 20) The onsite resource should consult and assist various admin/application teams in operating and adapting to IT Operations management solution during the period of contract.
- 21) The resource should create Training/Knowledge Base (KB) Articles on the platform and associated tools and keep it updated timely as part of knowledge repository to enable self-learning with the Bank.
- 22) The onsite resource has to install, configure, manage, patch update version upgrade, Firmware of Storage, SAN and FCIP switches.
- 23) The onsite resource shall configure, monitor and manage True copy/Hitachi universal replicator replication between Bank Sites.
- 24) Management and Configuration of Hitachi Vantara Storage and SAN Switch lifecycle, Solution management.
- 25) Ability to troubleshoot issues.
- 26) Management and Configuration of tools in Solution.
- 27) Management and Monitoring of day to day operations of solution and infrastructure.
- 28) Documentation and operationalization of Storage environment.
- 29) Application of Storage and SAN Switch Solution best practices, Hardening and problem solving for compliance.
- 30) Preparation of SOP (Standard Operating Procedure).
- 31) Compliance of VAPT points.
- 32) Conducting Patching and upgrades
- 33) Daily Operations
- 34) Defining protection policies
- 35) Timely Health Checks
- 36) Weekly progress reports
- 37) Capacity planning and architectural strategy activities
- 38) Educate Best Practices
- 39) Case logging and Trouble shooting
- 40) Cable connectivity and SFP Replacement
- 41) SAN zoning (host to storage)
- 42) Log collection
- 43) Virtual SAN creation
- 44) User management
- 45) Firmware upgrade
- 46) Storage port connectivity (storage to SAN port)
- 47) Creating and managing storage pools.
- 48) Shadow copy, true copy creation and snapshot
- 49) Storage Performance Analysis
- 50) LUN allocation and deletion
- 51) Virtualization

- 52) Microcode upgrade
- 53) Managing ops center Analyzer
- 54) Reverse replication

### **7.6.7 Service Window for Bidder and OEM Engineer**

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

Service Area	Services Window
1. Hitachi Vanatara Storage and SAN Switch OEM L3 RESOURCE	On all Working days of the Bank 10 AM to 6 PM or as per requirement of the Bank.

The Bidder has to deploy onsite OEM FM Engineer within 3 months of Bank intimation failing which Bank may impose penalty @ Rs. 10,000/- per day.

In event of absence of the OEM FM Engineer, after deducting pro rata charge for absence of resource, additional penalty of Rs. 2000/- per absent resource per day will be deducted. In case bidder provides alternate adequately qualified resource for absent resource of OEM, no penalty shall be deducted. The penalty will be restricted up to 25% of monthly FM Charges.

### **7.7 General Responsibility of the Bidder**

#### **Delivery, Installation and Maintenance –**

- 1) The bidder shall specifically mention the make and model of the items offered for all the requirements in terms of RFP without fail. Failing which the bid is liable to be rejected.
- 2) The bidder is responsible for delivery and installation of all in-scope components. The bidder should, also, be responsible for acceptance testing, documentation, warranty, AMC and ATS.
- 3) The bidder should be responsible for installation and other related activities such as unpacking, un-crating, post-delivery inspection etc.
- 4) In case of damage of the property owned / leased by Bank during delivery and installation of any of the components, which is attributable to the bidder, the bidder has to replace the damaged property at no cost to Bank.
- 5) The bidder shall ensure compatibility of to-be supplied software licenses with the hardware and software systems being used in Bank.
- 6) The bidder shall adhere to the service level specified in the RFP for the installation of software licenses supplied by them.
- 7) The bidder shall conduct preventive maintenance (including, but not limited to, inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from exterior of equipment and necessary repairing of equipment) at specified intervals as may be necessary from time to time to ensure that the equipment is in effective running condition so as to ensure trouble free functioning.

- 8) The bidder shall provide replacement component, if any component is required to be taken out of the premises for repairs at no additional cost to the Bank.
- 9) The bidder shall document the migration plan(s) and design using the validated data collected during discovery process, including definition of the migration methodology to be employed.
- 10) The bidder should ensure Knowledge Transfer to Bank throughout delivery of the service, which should include detailed overview of the implementation and configuration parameters and features and functionality of the proposed in-scope components.
- 11) The bidder is required to co-ordinate with Bank's existing System Integrator for implementation of OS on server hardware, VM creation, migration of data at DC, DRC and Near Site.
- 12) The bidder is required to co-ordinate with Bank's existing System Integrator for migration of database along with data from the existing server hardware to new server hardware at DC, DRC and Near Site.
- 13) All changes and/or customizations in in-scope proposed solution and AMC & ATS of in-scope components as and when required by Bank Officials, the same will have to be delivered at no additional cost to the Bank, during the tenure of the contract.
- 14) Data Validity and confidentiality: Bidder to ensure no unwarranted, illegal and fraudulent misuse of data shared by the Bank and bidder to categorically indemnify the Bank against any losses that the Bank may suffer on account of any such fraudulent and illegal act by the Company or its employees.
- 15) The Bank shall give Bidder/OEM and its personnel only physical access to the support location and the designated hardware & equipment to enable Bidder to provide the maintenance & support services. Any mode of remote access like VPN, Webex, Remote login etc. will not be allowed from any network outside Bank's Network
- 16) If the bidder feels that certain features offered are superior to what Bank has specified, it shall be mentioned separately. Information regarding any modification required in the proposed configuration to meet the intent of the specifications and state of the art technology shall be provided. However, Bank reserves the rights to accept the modification/ superior features suggested /offered.
- 17) The bidder shall provide all other equipment and services, whether or not specifically mentioned in the RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability.
- 18) The selected bidder shall own the responsibility to demonstrate that the product offered are as per the specification /performance stipulated the RFP and as committed by the bidder either at site or in bidder's work site without any extra cost to Bank.

## 8 Project Timelines

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

S. No	Activity	Time Period for Completion
	<b>Phase 1</b>	
1	Augmentation/Expansion of Storage Controllers VSP 5600, SAN Switches &	Deliver at Bank's location within 10 weeks from the date of acceptance of

	Components, SFP, SAN cables & other passive components required & other related software at DC,DRC & Near Site	purchase order
2	Installation of Augmentation/Expansion of Storage Controllers, Augmentation of SAN Switches Components, SFP, SAN cables & other passive components required & other related software at DC,DRC & Near Site	Successful installation within 8 weeks from date of Delivery Sign off
3	Migration of Data from existing setup to Expansion	Within 12 weeks from the date of Installation Sign off
4	Benchmarking	Bidder to successfully complete the benchmarking within 24 weeks from the date of Purchase Order
	<b>Phase 2</b>	
5	Delivery of Capacity for G5600 including any SFP, SAN Switches Components, SAN cables & other passive components required & other related software at DC,DRC & Near Site	Deliver at Bank's location within 8 weeks
6	Successful Installation	Within 8 weeks from the date of delivery
7	Data migration at DC, DRC & Near Site	Within 20 weeks from Date of Installation
8	Discard of G1500 storage	Within 4 weeks of Data Migration

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

## 9 Maintenance Support

The Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as prescribed in the Service Level Agreement (SLA). For any major break down such as crash, the Bidder must arrange for immediate on-site support for recovery and resumption of operations. The re-installation of the software if required is the sole responsibility of the Bidder, which should be treated as service provided under. Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training. During the ATS period, all upgrades should be free. All regulatory / statutory changes should be done without any additional cost to the Bank.

# Section-3

## Terms & Conditions

## 10 Liquidated Damage

The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedule, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the successful bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the successful bidder's inability to meet the established delivery dates, and also the Bank may take suitable penal actions as deemed fit.

**Penalty:** The successful bidder shall agree to the penalties structure in accordance with the following:

The Liquidated Damages (LD) shall be 1% of amount for services including delivery and installation or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

In this context Bank may exercise both the rights simultaneously or severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard.

In case delay is attributable to Bank, proper evidence should be produced by Bidder.

## 11 Land Border Sharing Clause

The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020. Bidder should submit the undertaking in Annexure17: Land Border Sharing Undertaking in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

Para 1 of Order (Public Procurement No. 1) dated 23-7-2020 and other relevant provisions are as follows:

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- 2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
- 3) "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - i. An entity incorporated, established, or registered in such a country; or
  - ii. A subsidiary of an entity incorporated, established or registered in such a country; or

- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial owner for the purpose of (iii) above will be as under.

- 1) In case of a company or limited liability partnership, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

### Explanation

- i “Controlling ownership interests” means ownership of or entitlement to more than twenty-five per-cent of shares or capital or profits of the company.
- ii “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.
- iii In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
- iv In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
- v Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
- vi In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vii An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

## 12 Monitoring & Audit

Compliance with security best practices may be monitored by periodic computer security audits/Information Security Audits/Statutory and Regulatory audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the Bank. For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the Successful bidder. These tools should be a part of the proposed solution.

### 13 Bid Submission

- 1) Bidders satisfying the eligibility conditions (mentioned in Eligibility Criteria) and General terms and conditions specified in this document, may submit their bid through Government e-Marketplace (GeM) on or before the time-line stipulated in Invitation for Tender Offers.
- 2) All responses received after the due date/time be considered late and would be liable to be rejected. Government e Marketplace (GeM) portal will not allow lodgement of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Bidder who lodges a late RFP response for any reason whatsoever.
- 3) Bank will not accept the bid through any other mode except GeM.
- 4) Bid Security / Earnest Money Deposit: "Earnest Money Deposit" shall be paid through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no GEM/2025/B/6295675 in favour of "Central Bank of India" or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai/Navi Mumbai.
- 5) The scanned copy of the receipt of making transaction is required to be uploaded on GeM portal at the time of "final online bid submission The RFP response without proof of amount paid towards Bid Security are liable to be rejected.
- 6) Guarantee of an equal amount issued by a scheduled commercial Bank (other than Central Bank of India) located in India, valid in the form provided in the RFP (Annexure 13: Bid Security (Earnest Money Deposit)). The Demand Draft should be of a Commercial Bank only (other than Central Bank of India) and will be accepted subject to the discretion of the Bank.

#### Tender Schedule (Key Dates):

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. Ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

- 1) At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

### 14 Integrity Pact

- Each Participating bidder/s shall submit Integrity Pact, as per attached Annexure
- duly stamped for ₹500 (Rupees Five Hundred Only). Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact, as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process. Hard copy of the Integrity Pact to be submitted to Bank prior to bid opening.

- Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows:
  - i. Shri Anant Kumar [anant\_in@yahoo.com]
  - ii. Mr. Nirmal Anand Joseph Deva [mail: meghanadeva2022@gmail.com]
- IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently.
- Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

## 15 Technical and Commercial Offers

### Technical Offer

- 1) The Technical Offer (TO) should be complete in all respects and contains all information asked for, in this document.
- 2) It should not contain any price information. But a copy of the commercial bid without mentioning the price should be attached with Technical Offer (TO). However, any mention of price in Technical Offer (TO) will result in disqualification of the bid.
- 3) The Technical Offer (TO) must be submitted in an organized and structured manner. All the product brochures / leaflets / manuals etc. should be submitted along with the Technical Offer (TO). The technical offer should be in compliance with technical requirement / specifications.
- 4) The Technical Offer (TO) must contain the proof of submission of bid security. Without any of these two, bidder will be disqualified, and bid submitted by them will not be considered for process.

Commercial Bids of only technically qualified Bidders shall be opened on the basis of technical proposal. Bank will notify the date and time for participating in the online reverse auction process to the qualified Bidders. Contract will be awarded to L1 bidder identified in reverse auction process.

The Commercial Offer (CO) should be complete in all respect. It should contain only the price information as per Annexure 2: Commercial Bill of Materials.

- 1) The commercial offer should be in compliance with Technical configuration / specifications as per Annexure 12: Minimum Technical Specifications.
- 2) The price to be quoted for all individual items and it should be unit price in Indian rupees.
- 3) In case there is a variation between numbers and words, the value mentioned in words would be considered. The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST (Goods and Services Taxes) shall be payable

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

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

## 16 Evaluation & Acceptance

- 1) Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any non-conformity or deviations.
- 2) In case, any of the successful bidder is unable to honour in full or part of the contract awarded, Bank shall, at its sole discretion, distribute this shortfall to the other successful bidder(s) equally or in any ratio decided by the Bank.
- 3) Bank reserves the right to reject the bid offer under any of the following circumstances:
  - i. If the bid offer is incomplete and / or not accompanied by all stipulated documents.
  - ii. If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.
  - iii. If there is a deviation in respect to the technical specifications of hardware items.
- 4) The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons.

## 17 Reverse Auction

Reverse Auction would be conducted amongst all the technically qualified bidders except the highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in Reverse Auction. However, H-1 will also be allowed to participate in RA in following cases:

- a. If number of technically qualified bidders are only 2 or 3.
- b. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N sellers.
- c. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- d. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1.
- e. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## 18 Evaluation Process

The competitive bids shall be evaluated in three phases:

- Stage 1 – Eligibility Criteria
- Stage 2 – Technical Bid stage
- Stage 3 – Lowest Commercial Bid (L1) through Reverse Auction

### **Stage -1 Eligibility Bid**

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Section 2 – Eligibility Criteria to this document. The Bidders who meet all these criteria would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

The decision of the Bank shall be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever.

### **Normalization of Bids**

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

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

### **Stage-2 Technical Evaluation Criteria**

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

- 1) Compliance to the bill of materials as in Annexure 2: Commercial Bill of Material
  - i. The Bidder is expected to provide their "compliance" against each item stated in the Bill of material, this means that the Bidder confirms to the provisioning of the

stated product / service and the terms of the RFP and subsequent addendums.  
Deviations to the Compliance requirements may lead to disqualification.

- 2) Compliance to the minimum technical specifications as in Annexure 12: Minimum Technical Specifications
  - i The Bidder is expected to provide their “compliance” against each line item stated in the Minimum Technical Specifications, this means that the Bidder confirms compliance to the stated specifications and the terms of the RFP and subsequent addendums. Deviations to the Compliance requirements may lead to disqualification.
- 3) Bidder’s detailed work plan – Bidder to share Gantt chart in conformity with the stated timelines. The Bidder should also share the key profiles and the number of representatives (across OEMs as well) being deployed across the Implementation Phase
- 4) Presence of Bidder Service centres in Mumbai and Hyderabad

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

- i. The bidder must comply to scope of the requirement as set out in the RFP and
- ii. The Bidder must comply to all the line items in Annexure 2: Commercial Bill of Materials indicated by The Bank as “(Bidder shall provide their compliance here)” in column “Bidder compliance (Yes/No)” Bidders are required to comply with the requirements stated herein, if any Bidder’s response is found to be non-compliant, then The Bank at its discretion may reject the Bid. Hence only the Bidders who have achieved the set compliance will be considered for commercial bid evaluation.
- iii. The Bidder must comply to all the line items in Annexure 12: Minimum Technical Specification indicated by The Bank as “(Bidder shall provide their compliance here)” in column “Bidder compliance (Yes/No)” Bidders are required to comply with the requirements stated herein, if any Bidder’s response is found to be non-compliant, then The Bank at its discretion may reject the Bid. Hence only the Bidders who have achieved the set compliance will be considered for commercial bid evaluation.
- iv. For the Solutions, Bank may at its discretion will do Site Visit and/or ask the bidder to do POC (Proof of Concept) and Solution Presentation of the tender components at Banks location and Bank has a right to disqualify Proposed Solution on the basis of same. For the POC bidder has to provide necessary Hardware and Software and its transportation at no cost to Bank. POC should be completed within 7 days of intimation to the Bidder to start POC for the Solutions.

### **Stage-3 Commercial Evaluation Criteria**

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

Bank will award the contract to the successful Bidder, whose bid has been determined as the Lowest Commercial bid (L1) through the Reverse Auction process of this commercial evaluation through GeM Portal. The details of Reverse Auction process are given in Annexure-26. At the end of 5 years, Bank has the option for extending the AMC/ATS of the in scope components for additional 2 years at the same cost of 5<sup>th</sup> year AMC/ATS of this tender.

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

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

The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons whatsoever.

Bank reserves the right to undertake price negotiation with L1 Bidder / OEM even after getting the L1 price through Reverse Auction if desires so, in order to get further competitive price.

**Note:** Tendering process need not be cancelled merely on the grounds that a single tender was received provided that the single bid received is evaluated to be substantially responsive and deemed fit for award. Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation. Bank can negotiate with such single bidder, if required.

## 19 General Terms

### Payment Terms

Payment will be released by the Central office from where the purchase order is issued. All the Payment shall be made in INR only. Payment terms are as under:

Item Description	Percentage Payment	Milestone
<b>PHASE - I</b>		
Hardware Delivery and Installation Storage VSP 5600 SAN Switch	60%	On delivery
	30%	On Successful Installation & Acceptance of Commissioning
	10%	3 Months Post Successful Installation & Commissioning or Submission of equivalent amount PBG valid for 3 months
Installation & Commissioning of Hardware	100%	On successful installation and Acceptance Sign-off from Bank
Benchmarking	50%	On submission of draft benchmark report
	50%	On submission of final benchmark report
Migration	100%	On successful Sign off
Hardware – AMC	Quarterly	AMC will be paid quarterly in arrears
SAN Cabling & other Passive Components	80%	On Successful delivery
	20%	On Successful Installation
FM Services (Bidder/OEM)	Quarterly	FMS Charges shall be paid quarterly in arrears
<b>PHASE - II</b>		

Hardware Delivery and Installation Storage VSP 5600 SAN Switch	60%	On delivery
	30%	On Successful Installation & Acceptance of Commissioning
	10%	3 Months Post Successful Installation & Commissioning or Submission of equivalent amount PBG valid for 3 months
Installation & Commissioning of Hardware	100%	On successful installation and Acceptance Sign-off from Bank
Migration from G1500 to VSP 5600	100%	On successful Sign off
SAN Cabling & other Passive Components	80%	On Successful delivery
	20%	On Successful Installation
FM Services (Bidder/OEM)	Quarterly	FMS Charges shall be paid quarterly in arrears

The payments will be released on submission of invoice to DIT CBD- Belapur through NEFT / RTGS/account credit after deducting the applicable LD/Penalty, TDS if any. The Successful Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

### Fixed Price

The commercial offer shall be on a fixed price basis, inclusive of all taxes and levies. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted. The bidder shall pay any other applicable Taxes being applicable after placement of order, during currency of the project only.

### Taxes

- 1) The consolidated fees and charges required to be paid by the Bank against each of the specified components under this RFP shall be all-inclusive amount with currently (prevailing) applicable taxes. The bidder shall provide the details of the taxes applicable in the invoices raised on the Bank. Accordingly, the Bank shall deduct at source, all applicable taxes including TDS from the payments due/ payments to bidder. The applicable tax shall be paid by the bidder to the concerned authorities.
- 2) In case of any variation (upward or down ward) in Government levies / taxes / etc. up-to the date of providing services, the benefit or burden of the same shall be passed on or adjusted to the Bank. If the service provider makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
- 3) Goods and Services Taxes (GST) and its Compliance: -
  - i. Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder.
  - ii. TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law

based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.

- iii. It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
  - iv. If bidder as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.
- 4) Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

## 20 Service Level Agreement

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

### SERVICE LEVELS DURING IMPLEMENTATION PHASE

- a) The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section - Project timelines.

Penalty would be levied for delivery, installation, and implementation delays for storage solution and shall be a maximum of 10% of the total cost of that solution from the finalized bidder for the bank. The bidder is required to adhere to the Service Level Agreements as mentioned below for the operations phase.

After acceptance of respective solutions by the Bank:

### SYSTEM AVAILABILITY

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

Where:

1. Scheduled operation time means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
2. System downtime subject to the SLA, means accumulated time during which the System is not available to the Bank's users or customers due to in-scope system or infrastructure failure, and measured from the time the Bank and / or its customers log a call with the Bidder's help desk of the failure or the failure is known to Bidder from the availability measurement tools to the time when the System is returned to proper operation.
3. Critical and Key infrastructure of Data Centre, Disaster Recovery Centre and Near Site will be supported on 24x7x365 basis.
4. Downtime shall commence when the respective hardware and or it's associated software fails.

5. Uptime will be computed based on service availability of the in-scope components. Also, non-compliance with performance parameters for business and system / service degradation will be considered for downtime calculation.
6. Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, Bidder (as per the criticality and nature of the issue) will provide onsite assistance at respective locations (DC, DRC and Near Site) within response resolution window.
7. If any one or more of the components defined in —Critical at the Data Centre, Disaster Recovery Facility and Near Site are down resulting in non-availability of Solution, then affected services / components listed in the —Critical availability measurements table shall be considered for calculating the system downtime.
8. The Data Replication between the DC and Near Site should be storage to storage based Oracle Log replication and adopted technique for DC and DRC is currently on Oracle Data Guard based replication.
9. Service Levels will be complied with irrespective of the customizations that would undergo during the tenure of the Contract.
10. Typical Resolution time will be applicable if services are not available to the Bank's users and customers and there is a denial of agreed services.
11. The bidder to provide warranty & AMC support on all days (24X7X365) for period of contract
12. Bank has defined in-scope services and corresponding SLAs as under, Bank shall evaluate the performance of the Bidder on these SLAs compliance as per the periodicity defined.
13. The Successful Bidder shall provide, as part of monthly evaluation process, reports to verify the Successful Bidder's performance and compliance with the SLAs. Automated data capturing and reporting mechanism will be used for SLA reporting. The bank will leverage existing/future EMS tools to monitor and manage the Solution/IT Infrastructure.
14. If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a Service Level Default.
15. Overall cap for penalties over the tenure of the contract will be 10% (ten percent) of the contract value.
16. Penalties if any, as defined by SLAs, shall be adjusted in the payment of a quarter. Balance penalties, if any shall be levied in the payment for the subsequent quarter.
17. The Bidder to provide Support contract backline to OEM for the complete duration of contract period. Letter to be provided by OEM for the backline proof, prior to release of payment.
18. Bidder agrees to ensure that all the items / products used for delivering services to the Bank including all components are new and are using state of the art technology. Bidder shall provide such proof of the new equipment (e.g. Copy of invoice etc.) to the Bank. In case of software supplied with the system, Successful Bidder shall ensure that the same is licensed and legally obtained in the name of end customer i.e., Bank with valid documentation made available to the Bank.

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

## RATIONALE FOR CLASSIFICATION

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

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

**Impact:** The number of users that the issue affects

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

Criticality Level	Type of Infrastructure	Function/Technology	Response Time	Typical Resolution Time
Critical	Criteria	<ul style="list-style-type: none"> <li>Administrative users or any other user cannot access the Business infrastructure system as hosted in the core storage due to unavailability of storage arrays presented to applications               <ul style="list-style-type: none"> <li>New Branch Channel</li> <li>Digital Transformation</li> <li>Core Banking System</li> <li>Internet Banking</li> <li>Any other critical transactional application</li> </ul> </li> </ul>	10 min	Within 120 minutes
	Business Infrastructure	<ul style="list-style-type: none"> <li>Enterprise Storage Array DC, DRC and NS</li> <li>Critical Business Solutions due to unavailability of storage arrays presented to applications as mentioned under:               <ul style="list-style-type: none"> <li>New Branch Channel</li> <li>Digital Transformation</li> <li>Core Banking System</li> <li>Internet Banking</li> <li>Any other critical transactional application</li> </ul> </li> </ul> <p>All the above stated applications and related infrastructure are considered as critical.</p>	10 min	
Key	Criteria	<p>Any problem due to which 0 to 49 users cannot access the Business infrastructure system hosted in storage presented to applications as mentioned under:</p> <ol style="list-style-type: none"> <li>New Branch Channel</li> <li>Digital Transformation</li> <li>Backup</li> <li>SDR database</li> <li>MIS/UAT database(s)</li> </ol>	10 min	Within 240 minutes

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

### 20.1.1 Service Level Default

Service Levels will be measured on a monthly basis. The Bidder's performance to Service Levels will be assessed against Minimum Expected Service Level requirements for each criteria mentioned in the Availability measurement table.

An Availability Service Level Default will occur when:

The Bidder fails to meet Minimum Service Levels, as measured on a monthly basis, for a particular Service Level.

### 20.1.2 Service Levels

Service Levels will include Availability measurements and Performance parameters

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

### 20.1.3 Availability

Level	Type of Infrastructure	Measurement	Minimum Service Level	Cost Reference
Critical	Business Infrastructure Systems	Availability of Critical Business Infrastructure Elements & Systems.	99.99%	DC, DRC and NS storage Hardware Costs, AMC, ATS

Reports generated from storage will be used for monitoring the SLAs

### 20.1.4 Performance Measurements

Performance Measurements will be as follows:

Type of Infrastructure	Measurement	Minimum Service Level	Measurement Tools	Cost Reference
OLTP, Day – end, month – end	In case the stipulated time window for batch operations is exceeded due to storage constraint the additional time will be considered for system downtime calculation.	99.95%	Bank will measure this through reports to be provided by Bidder and or through EMS tools	DC – Storage Hardware Cost, AMC, ATS DRC – Storage Hardware Cost, AMC, ATS (During operations from DRC DR)
OLTP, Day – end, month – end	During the OLTP / batch operations the controller's utilization (CPU and memory) should not exceed	99.95%	Bank will measure this through reports to be provided by	DC – Storage Hardware Cost, AMC, ATS DRC – Storage

Type of Infrastructure	Measurement	Minimum Service Level	Measurement Tools	Cost Reference
	90%		Bidder	Hardware Cost, AMC, ATS (during operations from DR)
OLTP, Day – end, month – end	Core and all delivery channels operations should be available and there should be no performance degradation at that time due to storage constraint.	99.99%	Bank will measure this through periodic reports to be provided by Bidder. To be validated workload wise.	DC – Storage Hardware Cost, AMC, ATS  DRC – Storage Hardware Cost, AMC, ATS (during operations from DR)
OLTP, Day – end, month – end	During the OLTP / batch operations the controller should not experience any spike due to storage constraint and should be at a maximum utilization of 90%	100%	Bank will measure this through periodic reports to be provided by Successful Bidder.	In case of any incidents of spike Bank will have right to levy penalty of Rs. 20000/- per spikes for below total no. of 3 spikes a day and Rs. 40000/- per spikes between 4 to 6 nos. of spikes a day. 6 and above nos. of spikes would attract a penalty of Rs. 100000/- per spikes
OLTP, Day – end, month – end	Response time should be <2 mili second (between application and database) due to storage constraint	100%	Bank will measure this through periodic reports to be provided by Bidder.	DC – Storage Hardware Cost, AMC, ATS  DRC – Storage Hardware Cost, AMC, ATS (during operations from DRC)

#### 20.1.5 Liquidated damages for SLA Default

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

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

Non-delivery of any component or other services mentioned in the order Non-delivery of supporting documentation.

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the of the order value of the product and or services cost per week or part thereof until actual delivery or performance, (above 3 days will be treated as a week); and the maximum deduction is 10% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

### **Storage maintenance:**

The successful bidder will assume total responsibility for the fault free operation of core storage and maintenance during the warranty & AMC period for a total duration of five years. The successful bidder will accomplish firmware upgrades on Quarterly basis and as and when required as per the criticality and breakdown maintenance to ensure that all hardware function without defect or interruption. The successful bidder will also provide software / firmware upgrades during the warranty & AMC period without any additional cost to the Bank. On lodgement of complaint, service should be provided and rectification of reported problem within two hours from the time of reporting of the complaint. In case of failure to maintain the stipulated time, Bank will levy a penalty of ₹10,000/- per hour per unit each time for such failure in addition to Uptime Penalty as mentioned above. In case any part is found defective & needs to be taken to the successful bidder's Premises / lab for repairs, the successful bidder should either ensure the required parts is replaced or a standby equipment is provided in place of defective equipment within 4 hours response and replacement within 6 hours. In case of failure to maintain the stipulated time, Bank will levy a penalty of Rs. 10,000/- per hour per unit each time for such failure.

In case of temporary substitute equipment installation, the temporary substitute equipment should be replaced by the original equipment duly repaired or replaced with similar equipment of same capacity or higher capacity, failing which a penalty of 0.5% per day of the item cost will be imposed for the number of days the device is down subject to a maximum of 10% of the equipment cost.

The amount of penalty will be recovered from the successful bidder from payments due to them. In case, no payments are due, the successful bidder has to remit the same within 15 days of claim from the Bank failing which the Bank shall be at liberty to invoke Bank Guarantees provided for during warranty period by the successful bidder. However, if the core storage is down due to the reasons attributable to the Bank, the successful bidder has to submit proof for the same for not levying the penalty.

### **20.1.6 Availability Service Credit Computation**

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

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

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

In the event that an Availability Service Level Default has occurred for more than one service level requirement, the sum of the corresponding Availability Service Credits shall be credited to the Bank. Bidder shall review with the Bank, on a monthly basis from the start of Contract Execution, any entitlement of the Bank to an Availability Service Credit.

The total amount of Availability Service Credit that Bidder is obligated to pay the Bank shall be reflected on the invoice provided to the Bank in the quarter after the quarter in which the Service

Levels were assessed. The Bank shall be entitled to deduct the Availability Service Credit amount from the amounts payable by the Bank to the Bidder as per the invoice.

### Example 1

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

Storage hardware and it's associated software ~ Rs. 10 crores

SAN switch and it's licenses ~ Rs. 2 crores

Annual Maintenance Charges and Annual Technical Support ~ Rs. 5 crores

Total Cost of Product and Services billing value for the defaulted period & defaulted deliverable  
~ Rs. 17 crores

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

Minimum Service Level

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

Availability Service Credit for  $M1 = 3\% * (10 \text{ crores} + 2 \text{ crores} + 5 \text{ crores}) = \text{Rs.}51,00,000$

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

#### 20.1.7 Tables of Incident Matrix

Incident to be reported within (if unresolved)	Escalation Hierarchy
15 min	Manager-IT of the BANK
1 hour	Senior Manager-IT of the BANK
2 hours	Chief Manager -IT
> 4 hours	Assistant General Manager (IT) / Deputy General Manager (IT)
> 6 hours	General Manager (IT)

## 21 Reporting of Material Adverse Events and Incident Management

The Bidder shall promptly report any material adverse events, including but not limited to data breaches, denial of service attacks, service unavailability, security vulnerabilities, unauthorized access, system failures, or any other incidents that may impact the Bank's operations or data integrity. Such incidents shall be reported to the Bank immediately upon identification, enabling the Bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines. The service provider shall provide all relevant details and updates regarding the

incident, including the nature, scope, impact, and corrective actions taken, in accordance with the Bank's incident reporting procedures.

## **22 Insurance**

The equipment (hardware/software, etc.) supplied under the contract shall be fully insured by the Service Provider against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, and installation. The insurance shall be obtained by the Service Provider, naming Central Bank of India as the beneficiary, for an amount equal to 100% of the invoiced value of the goods on an "all risks" basis, covering risks such as damage, theft, fire, or natural disasters. The period of insurance shall remain in effect until the supplied components are accepted by the Bank, and the rights to the property are transferred to the Bank at its premises. In the event of any loss or damage, the Service Provider shall initiate and pursue the claim until settlement. Additionally, the Service Provider must promptly make arrangements for the repair and/or replacement of any damaged items, irrespective of the settlement of the claim by the underwriters. Furthermore, the Service Provider shall ensure that the insurance policy remains valid throughout the supply, transportation, and installation period, and any gaps in coverage shall be rectified immediately. The Service Provider shall also provide the Bank with necessary documentation of the insurance policy, claim details, and any associated correspondence with the underwriters.

## **23 Order Cancellation**

Bank reserves the right to cancel the contract placed on the service provider and recover expenditure incurred by the Bank under the following circumstances. If the service provider commits a breach of any of the terms and conditions of the bid, or if the service provider goes into liquidation, voluntarily or otherwise, the Bank reserves the right to cancel the contract. Additionally, if an attachment is levied or continues to be levied for a period of seven days upon the effects of the bid, the Bank may take appropriate action. If the service provider fails to complete the assignment as per the timelines prescribed in the RFP and any extension allowed, it will be considered a breach of contract, and the Bank reserves its right to cancel the order in the event of delay and forfeit the bid security/performance Bank guarantee as liquidated damages for the delay. If deductions on account of liquidated damages exceed more than 10% of the total contract price, the Bank reserves the right to cancel the contract.

After the award of the contract, if the service provider 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's notice for the same. In this event, the service provider is bound to make good the additional expenditure that the Bank may have to incur in executing the balance contract. This clause is applicable if, for any reason, the contract is cancelled. The Bank reserves the right to recover any dues payable by the service provider from any amount outstanding to the credit of the service provider, including pending bills and/or invoking the Bank guarantee under this contract.

In addition to the cancellation of the purchase order, the Bank reserves the right to appropriate the damages from the Bid Security / Performance Bank Guarantee given by the service provider and/or foreclose the Bank guarantee given by the service provider against the advance payment and may take appropriate action. Further, in case of failure to adhere to the terms and conditions of the RFP in totality, concealment of facts in the tender documents, or failure to fulfill the contractual obligations of the Purchase order, the Bank may debar/blacklist the service provider from participating in future tender processes. The Bank reserves the right to inform IBA/other Banks about blacklisting the service provider in case of default in service or delay leading to financial or reputational loss, loss of time of the Bank.

## 24 Indemnity

- 1) The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
  - i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
  - ii. Relating to or resulting directly from infringement of any third party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
  - iii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or
  - iv. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
  - v. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
  - vi. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
  - vii. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or

- viii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.
- 2) The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property issued or registered in India, provided however,
- i. The Bank notifies the Bidder in writing immediately on aware of such claim,
  - ii. The Bidder has sole control of defense and all related settlement negotiations,
  - iii. The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and
  - iv. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidders) rights, interest and reputation.
- 3) The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.
- 4) Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by Bank due to the following reasons:
- i. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.
  - ii. all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:

- The Bidder has sole control of the defense and all related settlement negotiations.
  - The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.
- 5) Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from:
- i. Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same);
  - ii. Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material;
  - iii. Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder;
  - iv. operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or
  - v. Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder.
- 6) In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option:
- (i) Procure for Bank the right to continue using such Deliverable;
  - (ii) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance;
  - (iii) Replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and

the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights.

- 7) The Bank warrants that all software, information, data, materials and other assistance provided by it under this Agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.

## 25 Confidentiality & Non-Disclosure

- 1) The bidder is bound by this agreement for not disclosing the Banks data and other information. Resources working in the premises of the Bank are liable to follow the rules and regulations of the Bank.
- 2) The document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to the internal business and operational information of the Bank, affiliates, and/or business partners, disclosure of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the requested services could result in the disqualification of the bidders, premature termination of the contract, or legal action against the bidder for breach of trust.
- 3) No news release, public announcement or any other reference to the order, relating to the contracted work if allotted with the assignment or any program hereunder shall be made without written consent from the Bank.
- 4) As the bidder providing support services for multiple Banks, the bidder at all times should take care to build strong safeguards so that there is no mixing together of information/ documents, records and assets is happening by any chance.
- 5) The bidder should undertake to maintain confidentiality of the Banks information even after the termination / expiry of the contracts.
- 6) The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the successful bidder within a period of 21 days from, the date of acceptance of purchase order.

### Guarantee on Software License

The bidder shall guarantee that the software supplied under this contract to the Bank is licensed and legally obtained. Software supplied should not have any embedded malicious and virus programs. Bidder must comply RBI circular on "Cyber Security Framework for Banks" and assurance from the respective OEMs/Application providers that the application is free from embedded malicious/fraudulent code

## 26 Force Majeure

- 1) The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, as a result of force majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, including but not limited to, due to or as a result of or caused by acts of God, wars, epidemic/pandemic, insurrections,

riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

- 2) In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within seven business days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 3) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months due to force majeure situation, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. However bidder shall be entitled to receive payments for all services actually rendered up to the date of termination of date of agreement. The financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed.

## 27 Resolution of Disputes

- 1) The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
- 2) All questions, disputes or differences arising under and out of, or in connection with the contract shall be referred to a sole arbitrator to be appointed mutually by the parties and in case of failure to appoint a sole arbitrator within 15 days from the raising of dispute the same shall be referred to the Arbitration Tribunal: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder and the Presiding Arbitrator shall be appointed by the two Arbitrators appointed by the parties.
- 3) The decision of the Arbitration Tribunal shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai. The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will continue to perform its contractual obligations and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving as per the agreed scope between the parties.
- 4) If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission, by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission,

or (ii) on the date of acknowledgment signed by the receiver or (iii) the business date of receipt, if sent by courier.

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

## **28 Format of the Letter of undertaking of Authenticity to be submitted by the Bidder.**

The successful bidder has to submit the letter of undertaking of Authenticity and Undertaking at the time of acceptance of the letter of intent. The undertaking from OEMs needs to be provided to the Bank for the activities owned by them in coordination with the bidder as per the details mentioned in the document along with the pricing. The format for the same is as below.

“We undertake that all the components/parts/software used in the supplied devices shall be original, new components/ parts/ software only, from respective OEM/OSDs of the products and that no refurbished/ duplicate/ second hand components/ parts/ software are being used or shall be used.

We also undertake that in respect of licensed operating system, if asked for by you in the Purchase Order, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.

We hereby undertake to produce the certificate from our OEM/OSD supplier in support of above undertaking at the time of implementation. It will be our responsibility to produce such letters from our OEM/OSD suppliers at the time of release of PO or within a reasonable time. In case of default and we are unable to comply with the above at the time of delivery or during installation, for the software items already billed, we agree to take back the software/items without demur, if already supplied and return the money, if any paid to us by you in this regard”.

## **29 Sub-Contractor/ Independent Contractor**

Nothing herein contained will be construed to imply a joint venture, partnership, principal agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank’s business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA (Non-Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take Bank’s prior written

permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be, which permission shall not be unreasonably withheld by the Bank. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank.

### **30 Assignment**

Bank may assign the Project and the solution and services provided therein by Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/sub-contractor, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with Bidder for any reason whatsoever; (iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against Bidder. Bidder shall ensure that the said sub-contractors shall agree to provide such services to the Bank at no less favourable terms than that provided by Bidder and shall include appropriate wordings to this effect in the agreement entered into by Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract/project.

### **31 Execution of Contract, SLA & NDA**

The bidder and Bank should execute:

- 1) Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and
- 2) Non-disclosure Agreement.
- 3) The bidder should execute the contract, SLA and NDA within 21 days from the date of acceptance of the Purchase Order. In case of any discrepancy among the RFP, SLA and Purchase Order, the RFP clauses shall prevail.

### **32 Bidder's Liability**

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

### **33 Information Ownership**

All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless

and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the Bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The Bank's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

### **34 Inspection, Audit, Review, Monitoring & Visitations**

All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP/project shall be made available to the Bank at any time during normal business hours, not more than 2 audits per year, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The cost of such audit will be borne by the Bank. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/BIDDER outsourced process to identify new outsourcing risks as they arise. The BIDDER shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the BIDDER outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

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

and operational condition of the BIDDER. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the BIDDER. Such assessment and reports on the BIDDER may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

- 5) Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The audit shall not be performed by any competitor of the Bidder. The auditor including regulatory auditor shall sign the confidentiality undertaking with the Bidder before conducting such audit.

### **35 Monitoring**

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited by prior notice to the Bidder.

### **36 Visitations**

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Bidder's premises by prior notice to ensure that data provided by the Bank is not misused.

The Bidder shall cooperate with the authorized representative(s) of the Bank and shall provide all information/ documents\required by the Bank.

### **37 Information Security**

System should have standard input, communication, processing and output validations and controls. System hardening should be done by bidder. Access controls at DB, OS, and Application levels should be ensured. Bidder should comply with the Information Security Policy of the Bank. The Product offered should comply with regulator's guidelines. The bidder shall disclose security breaches if any to the Bank, without any delay.

### **38 Intellectual Property Rights**

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

acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services.

The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank,

- Obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or
- Modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or
- Replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Bidder as part of this Project.

**Bidder's Proprietary Software and Pre-Existing IP:-** Bank acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder's proprietary software or tools. If Bidder and Bank mutually agree that the Bidder provides to Bank any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, Bank acknowledges that in performing Services under this Agreement Bidder may use Bidder's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Bidder hereby grants to Bank a non-exclusive, perpetual / subscription, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the

deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize Bank to (a) separate Bidder Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP.

**Residuary Rights.** Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Bidder (including without limitation any affiliate, competitor or potential competitor of the Bank. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party

### **39 Termination**

#### **39.1 Termination for Default**

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

- 1) if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure; or;
- 2) If the Successful Bidder fails to perform any other material obligation(s) under the contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.
- 3) If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Prior to providing a written notice of termination to the Selected Bidder, Bank shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.

Bidder shall also have the right to terminate the agreement if the Bank commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 15 days provided for curing such breach.

In case the contract is terminated then all undisputed payment for the services delivered till the date of termination will be given to successful bidder, but disputed payment shall be discussed and will be paid once the dispute is resolved.

### **39.2 Termination for Insolvency**

If either party becomes Bankrupt or insolvent, has a receiving order issued against it, with its creditors, or, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if either party takes or suffers any other analogous action in consequence of debt; then other party plans to, at any time, terminate the contract by giving written notice of 60 days to the party becoming Bankrupt etc. If the contract is terminated by either party in terms of this Clause, Bank shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder.

### **39.3 Termination- Key Terms & Conditions**

Either Party reserves the right to terminate the agreement with the other party at any time by giving 30 (thirty) days prior written notice to the other party.

Either Party shall also be entitled to terminate the agreement at any time by giving notice if the other party -

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

### **39.4 Right to Transfer IT Outsourcing Arrangements**

In the event of termination, the Bank reserves the right to orderly transfer the proposed IT outsourcing arrangement to another service provider, if necessary or desirable, to ensure minimal disruption of services. This transfer shall be managed in an efficient manner, with the bidder cooperating fully with the Bank to facilitate this process, including transferring knowledge, data, and providing assistance as required.

### **39.5 Exit Option & Contract Re-Negotiation**

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

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

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

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

#### **40 Privacy & Security Safeguards**

- 1) The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.
- 2) The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- 3) The Bidder hereby agrees that they will preserve the documents.
- 4) The Bidder shall provide to the Bank, the details of all data related to the Bank and its customers that the service Provider captures, Processes and stores.
- 5) The Bidder may only share customer data with third parties when legally required, with prior consent, or for necessary operational purposes, ensuring compliance with confidentiality and data protection agreements.

#### **41 Governing Law and Jurisdiction**

The provisions of this RFP and subsequent Agreement shall be governed by the laws of India. The disputes, if any, arising out of this RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

#### **Statutory and Regulatory Requirements**

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / ATS Bidder should comply with all requirements including

any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the Bank during the tenure of the contract.

## 42 Compliance

- 1) The Service Provider (SP) agrees to comply with all applicable laws, regulations, and industry standards, including but not limited to the **Information Technology Act, 2000, Digital Personal Data Protection Act, 2023, RBI's "Master Direction on Outsourcing of Information Technology Services** and any other relevant data protection or privacy laws. The SP shall ensure that the products and services provided under this agreement comply with all regulatory requirements, including guidelines set by authorities such as the **Reserve Bank of India (RBI)** and **FEMA**.

The clauses under RBI master Directives on Outsourcing of IT Services are:-

- i. **Effective access by Bank to all record:** Bank should have effective access to all data, books, records, information, logs, alerts and business premises relevant to the outsourced activity, available with the Vendor.
  - ii. **Vendor to Provide Details of Data:** The Vendor to provide to Bank the details of data (related to Bank and its customers) captured, processed and stored.
  - iii. **Data / Information which can be shared:** Vendor is not permitted to share any type of data/information with Bank's customer and / or any other party.
  - iv. **Information of Third Parties :** Bank will have right to seek information from the Vendor about the third parties (in the supply chain) engaged by the former;
  - v. **Prior Approval / Consent of Bank for use of Sub- contractors :** Vendor to take prior approval/ consent of the Bank for use of sub-contractors for all or part of an outsourced activity.
  - vi. **Skilled Resources of Vendor for Core Services :** Vendor to have provision to consider its skilled resources who provide core services as "essential personnel" so that a limited number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations).
  - vii. **Back to Back Arrangements between Vendor and OEM:** There should be suitable back-to-back arrangements between Vendor and the OEMs, if any.
  - viii. **No relationship of master and servant or employer and employee:** Notwithstanding what is stated elsewhere in this agreement, this agreement does not create any relationship of Master and servant or Employer and employee as between the Bank on the one hand and the Vendor and/or the personnel employed/engaged by the Vendor on the other hand. The parties expressly understand and agree that this agreement broadly covers in respect of specific job/s to be performed by the Service Provider.
- 2) The SP shall adhere to the Bank's **Information Security Policy** and implement necessary controls for system security, including access control, data protection, and encryption, at all levels (e.g., database, operating system, application). The SP must also ensure the hardening of systems to protect against vulnerabilities.

#### **42.1 Adherence to Cyber Security Policy**

- 1) Vendors are responsible for complying with the security standards or desired security aspects of all the ICT resources in line with regulatory guidelines from time to time as well as Bank's IT/Information Security / Cyber Security Policy guidelines. Such guidelines will be shared with Vendor.
- 2) Vendor should ensure Data Security and protection of facilities/application managed by them. The deputed persons should be aware about Bank's IT/IS/Cyber security policy guidelines and have to maintain the utmost secrecy & confidentiality of the Bank's data including process performed. At any time, if it comes to the notice of the Bank that data has been compromised/disclosed/misused/misappropriated then Bank would take suitable action as deemed fit and selected vendor would be required to fully compensate the Bank of loss incurred by the Bank.
- 3) Vendor has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.
- 4) The Service provider shall put in place necessary controls within its organization for maintaining confidentiality of the Bank's and its customer's data.

#### **42.2 Compliance with Laws**

- 1) Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work.
- 2) Compliance in obtaining approvals/permissions/licenses: Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project.

#### **43 Violation of Terms**

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

#### **44 Corrupt & Fraudulent Practices**

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

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

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of The Bank and includes collusive practice among Bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive The Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### **45 Publicity**

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party.

#### **46 Entire Agreement; Amendments**

This RFP sets forth the entire agreement between the Bank and the Successful bidder and supersedes any other prior proposals, agreements and representations between them related to its subject matter, whether written or oral. No modifications or amendments to this Agreement shall be binding upon the parties unless made in writing, duly executed by authorized officials of both parties.

#### **47 Survival and Severability**

Any provision or covenant of the RFP, which expressly, or by its nature, imposes obligations on successful bidder shall so survive beyond the expiration, or termination of this Agreement. The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

#### **48 Bidding Document**

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

#### **48.1 Amendments to Bidding Documents**

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the Bank. All amendments will be either uploaded in the website or shall be delivered by hand / post / courier or through e-mail or faxed to all prospective bidders, who have received the bidding document and will be binding on them. For this purpose bidders must provide name of the contact person, mailing address, telephone number and FAX numbers on the covering letter sent along with the bids.

In order to provide, prospective bidders, reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

#### **48.2 Period of Validity**

Bids shall remain valid for 120 days from the last date of bid submission. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

#### **48.3 Last Date and Time for Submission of Bids**

Bids must be submitted not later than the specified date and time as specified in the Bid Document. Bank reserves the right to extend the date & time without mentioning any reason.

#### **48.4 Late Bids**

Any bid received after the deadline for submission of bids will be rejected and/or returned unopened to the Bidder, if so desired by him.

#### **48.5 Modifications and/or Withdrawal of Bids**

- 1) Bids once submitted will be treated as final and no further correspondence will be entertained on this.
- 2) No bid will be modified after the deadline for submission of bids.
- 3) No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

#### **48.6 Clarification of Bids**

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the bidder for clarification and response, which shall be in writing and without change in the price, shall be sought, offered or permitted.

**Bank's Right to Accept or Reject Any Bid or All Bids**

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

### **49 Signing of Contract**

The successful bidder(s) to be called as bidder, shall be required to enter into an Agreement with the Bank, within 21 days of the award of the work order (when provided) or within such extended period as may be specified by the Bank.

## 50 Sustainable Sourcing

The Supplier shall adhere to Sustainable Sourcing practices including but not limited to the use of environment friendly materials, ethical labor practices and compliance with relevant local and international regulations. The Supplier shall provide documentation or certifications demonstrating their commitment to Sustainable Sourcing upon request. Failure to comply with these requirements may result in contract termination.

## 51 Remote Access:

Any type of remote access will not be allowed outside Bank's Network.

## 52 Business Continuity and Disaster Recovery

### 52.1 Business Continuity Plan (BCP)

The Service Provider shall have a documented Business Continuity Plan in place, which outlines the strategies for maintaining service availability in the event of an unexpected incident. The BCP should include, but is not limited to:

- 1) Detailed procedures for mitigating and recovering from various business disruptions.
- 2) Identification of key personnel, roles, and responsibilities in a crisis.
- 3) Communication plans to inform both the Service Provider and Customer of significant disruptions and progress towards recovery.

### 52.2 Disaster Recovery Plan (DRP)

The Service Provider shall maintain a Disaster Recovery Plan to restore critical services and infrastructure in the event of a disaster, including:

- 1) Specific recovery objectives, such as Recovery Time Objective (RTO) and Recovery Point Objective (RPO), to be met for each service.
- 2) Procedures for data backup, storage, and retrieval.
- 3) Clear steps to restore services to full functionality, including resource allocation and escalation procedures.

## 53 Obligation to Cooperate with relevant authorities in case of Insolvency/Resolution

### 53.1 Insolvency

In the event that Bank becomes subject to insolvency proceedings, financial restructuring, or resolution by relevant authorities (including, but not limited to, governmental bodies, regulatory agencies, or liquidators), the Service Provider shall cooperate fully with such authorities, in accordance with applicable laws and regulations.

### 53.2 Cooperation

The Service Provider agrees to provide all necessary information, documentation, and assistance as requested by the relevant authorities, including but not limited to access to

data, records, systems, and personnel, to ensure a smooth transition or orderly resolution process.

### **53.3 Continued Service During Resolution**

In the event of insolvency or resolution of the Bank, the Service Provider shall continue to perform its obligations under this Agreement unless otherwise directed by the relevant authorities or instructed by Bank.

### **53.4 Notification**

The Service Provider shall notify the Bank promptly upon learning of any insolvency, liquidation, or resolution proceedings involving the Bank, and shall comply with any directions provided by the relevant authorities.

## **54 Data Localization**

The Bidder shall ensure that all data, as applicable to the concerned Bank, is stored exclusively within India, in full compliance with the extant regulatory requirements set forth by the relevant authorities. The Bidder shall not store or process any data outside of India without prior written consent from the Bank and approval from regulatory bodies.

## **55 Authorized Signatory**

The Bidder shall indicate the authorized signatories who can discuss and correspond with Bank, with regard to the obligations under the contract. The Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with Bank, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by Bank.

## **56 Escrow Arrangements**

The bidder has to facilitate for Escrow Agreement between all the parties. The OEM shall either provide the source code along with the necessary documentation or ensure that the source code is securely placed under an escrow arrangement, as agreed upon by all parties. The escrow agreement shall include provisions that, in the event of a predefined triggering event (such as the OEM going out of business, breach of contract, or any other specified event), the source code will be made available to the Bank in a timely manner, ensuring uninterrupted support and maintenance of the solution.

The Bidder shall bear all costs related to setting up and maintaining the escrow arrangement, including any charges incurred for the services of the Escrow Agent. The Bank shall not be responsible for any costs related to the escrow setup or the escrow agent's services.

In addition, the Service Provider shall ensure regular and secure backups of the source code and other critical data. Backup of all relevant data, including the source code, must be performed and securely stored in accordance with the Bank's Data Security and

compliance requirements. The Bank shall have access to these backups upon request to ensure continuity and security of operations.

# Section-4

# Annexures

### Checklist for Submission

#	Particulars	Bidders Remark (Yes/No)
1	Certificate of Incorporation	
2	Audited Balance sheets of last three years - 2021-22, 2022-23, 2023-24	
3	CA certificate for three years average turnover for financial years 2021-22, 2022-23, 2023-24	
4	CA certificate for operating profit for last three financial years 2021-22, 2022-23, 2023-24	
5	CA certificate for net worth for last three financial years i.e. 2021-22, 2022-23, 2023-24	
6	Self-declaration by the Authorized Signatory for not having filed for Bankruptcy in any country including India on company letter head	
7	Self-declaration on Company's letter head stating bidder should not have been blacklisted/debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the	
8	Self-declaration on Company's letter head stating Bidder/OEM should not have any pending litigation or any dispute in the last 5 years	
9	Self-declaration on Company's letter head regarding • NPA • Any case pending	
10	Document Cost	
11	Annexure 1: Conformity Letter	
12	Annexure 2: Commercial Bill of Material	
13	Annexure 3: Bidder's Information	
14	Annexure 4: Letter for Conformity of Product as per RFP	
15	Annexure 5: GOI Guidelines with Model wise classification (Make in India)	
16	Annexure 6: Undertaking of Authenticity for Products Supplied	
17	Annexure 7: Undertaking for Acceptance of terms of RFP	
18	Annexure 8: MAF on OEM letter head	
19	Annexure 9: Integrity Pact	
20	Annexure 10: Non-Disclosure Agreement	
21	Annexure 11: Performance Bank Guarantee	
22	Annexure 12: Minimum Technical Specifications	
23	Annexure 13: Pro forma for Bid Security (EMD)	
24	Annexure 14: Bidders Particulars in Company Letter Head	
25	Annexure 15: Compliance Certificate with respect to RBI's "Master Direction on Outsourcing of Information Technology Services"	
26	Annexure 16: NPA Undertaking	
27	Annexure 17: Land Border Sharing Undertaking	
28	Annexure 18: Cover Letter	
29	Annexure 19: Escalation Matrix	
30	Annexure 20: Query Format	
31	Annexure 21: Eligibility Criteria Compliance	
32	Annexure 22: Guidelines on banning of Business Dealings	
33	Annexure 23: Undertaking of Information Security from Bidder	
34	Annexure 24: Software Bill of Material (SBOM) Format	

#	Particulars	Bidders Remark
35	Annexure 25- Template for Third Party Due Diligence Questionnaire	
36	Annexure 26- Reverse Auction Process – Letter of Indemnity	

## Annexure 1: Conformity Letter

Date

To,

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

Sir,

Sub: Tender No. GEM/2025/B/6295675

Further to our proposal dated \_\_\_\_\_, in response to the RFP document (hereinafter referred to as “RFP DOCUMENT”) issued by Central Bank of India (“Bank”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank.

The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Designation

Company Name

## **Annexure 2: Commercial Bill of Material**

Format for Commercial Bill of Material is attached in excel format in separate sheet and also provide at the end of this RFP.

### Annexure 3: Bidder's Information

#	Particulars	Details
1.	Name of bidder	
2.	Constitution	
3.	Address with Pin code	
4.	Authorized Person for bid	
5.	Contact Details(Mail id & Mob No)	
6.	Years of Incorporation	
7.	Number of years of experience in IT hardware items	
8.	Annual Turnover (In Rs.) 2021-22 - 2022-23 – 2023-24 -	
9.	Operating Profits (In Rs.) 2021-22 - 2022-23 – 2023-24 -	
10.	Net Worth (In Rs.) 2021-22 - 2022-23 – 2023-24 -	
11.	Whether OEM or authorized distributor	
12.	Number of service outlets across India	
13.	Good and Service Tax Number	
14.	Income Tax Number	
15.	Whether direct manufacturer or authorized dealers	
16.	Name and Address of OEM	
17.	Brief Description of after sales service facilities available with the bidder.	
18.	Whether all RFP terms & conditions complied with.	

Signature

Name:

Designation:

Seal of Company

Date:

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

Date

To,

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

Sir,

Sub: Tender No. GEM/2025/B/6295675

We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

We undertake that product and services supplied shall be as per the:-

Compliance	Compliance (Yes/ No)	Remarks
Terms & Conditions		
Scope of Work		

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

Signature

Name:

Designation:

Seal of Company

Date:



### **Annexure 5: GOI Guidelines with Model wise classification (Make in India)**

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

It is clarified that for all intents and purposes, the latest revised order i.e. the order dated 16-9-2020 shall be applicable being revised Order of the original order i.e. Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 dated 15-6-2017.

The salient features of the aforesaid Order are as under:

- 1) Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- 2) Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
- 3) Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- 4) The margin of purchase preference shall be 20 %, Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
- 5) "Minimum Local content" for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier', same shall be applicable.

Verification of Local contents:

The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Annexure 5A. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020.

False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE-II) dated 16-09-2020, para 9(h).

Note:

- a) Bidder has to submit the Make in India Class-I / Class-II local supplier certificate as per attached format.
- b) Bidder has to submit proposal for all line Items.
- c) Any change in classification of Class-I and Class-II, Bidder may submit any change in class level for consideration in subsequent phases.

Purchase Preference:

- 1) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under,
- 2) In the procurements of goods or works, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
  - Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- 3) In the procurements of goods or works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
  - Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
  - If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local

supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class- I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

4) "Class-2 local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

All others terms and condition are as per order no. No. P-45021/2/2017-PP (BE-II) dated: 16th September 2020.

#### **Annexure 5A: Certificate of Local Content**

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal)

To,

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

Sir,

Sub: Tender No. GEM/2025/ B/6295675

This is to certify that proposed ..... (product make\_\_\_\_ and model\_\_\_\_) is having the local content of ..... % as defined in the above mentioned RFP.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017.

## Annexure 6: Undertaking of Authenticity for Products Supplied

Date

To,

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

Sir,

Sub: Tender No. GEM/2025/B/6295675

With reference to RFP for -----:

We hereby undertake to produce the certificate from our OEM supplier in support of this undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at any time, we agree to take back the Licenses without demur, if already supplied and return the money if any paid to us by you in this regard.

Signature

Name:

Designation:

Seal of Company

Date:

## Annexure 7: Undertaking for Acceptance of Terms of RFP

Date

To,

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

Sir,

Sub: Tender No. GEM/2025/B/6295675

With reference to RFP for -----:

We understand that Bank shall be placing Order to the Successful Bidder inclusive of taxes only.

1. We confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
2. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
3. We here by confirm to undertake the ownership of the subject RFP.
4. We hereby undertake to provide latest product/ software with latest version. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Signature

Name:

Designation:

Seal of Company

Date:

## Annexure 8: Manufacturer's Authorization Form

Date

To,

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

Dear Sir,

Sub: Tender No. GEM/2025/B/6295675

We ..... (Name of the Manufacturer)  
who are established and reputable manufacturers of .....  
having factories at ....., ....., ....., ..... and ..... do hereby  
authorize M/s ..... (who is the Bidder submitting its bid pursuant to the  
Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a  
contract with you for supply of equipment manufactured by us against the Request for  
Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for  
this purpose.

We, hereby, extend warranty for the equipment and support services offered for our products  
supplied against this RFP by the above-mentioned Bidder.

If Bank desires transfer of the warranty and support services, supposed to be delivered by the  
successful Bidder, to its preferred Bidder, in such a case, OEM should transfer such warranty  
and support services without any additional cost to the Bank.

Yours Faithfully,

Authorized Signatory

(Name, Phone No., Fax, E-mail)

*(This letter should be on the letterhead of the Manufacturer duly signed & seal by an  
authorized signatory)*

## Annexure 9: Integrity Pact

Integrity Pact

Between

Central Bank of India hereinafter referred to as “The Principal”,

And

..... hereinafter referred to as “The Bidder/  
Contractor”

### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### Section 2 – Commitments of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which

he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure 22.

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3- Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings". (As given in the Annexure22)

### **Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled

to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous Transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 – Independent External Monitor / Monitors**

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality. In case of sub-contracting, the Principal Contractor shall take all responsibility of the adoption of Integrity Pact by the sub-contractor. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of the Integrity Pact by the sub-contractor.

- 4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.
- 6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8) The word „Monitor“ would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

### **Section 10 – Other provisions**

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

## Section 11- FALL CLAUSE

**11.1.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying same/exact product/systems or subsystems/services (i.e. same scope, deliverables, timelines, SLAs & pricing terms) at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
<b>Company Seal</b>	<b>Company Seal</b>
<b>Witness I</b>	<b>Witness II</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

## Annexure 10: Non-Disclosure Agreement

This Agreement made at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Between

\_\_\_\_\_ a company incorporated under the Companies Act, 1956/2013 having its registered office at \_\_\_\_\_ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as "BANK" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

The .....bidder and BANK are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

### 1. Confidential Information

"Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving

it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

## **2. Non-Disclosure**

The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to its employees, consultants, auditors, sub-contractors ("Representatives") consultants only if such representatives has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefor.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

## **3. Publications**

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

## **4. Term**

This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

## **5. Title & Proprietary Rights**

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

## **6. Return of Confidential Information**

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph. The obligation under this clause will not apply where it is necessary to retain any confidential information for the purpose as required by the law or for internal auditing purposes or electronic data stored due to automatic archiving or backup procedures.

## **7. Remedies**

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

## **8. Entire Agreement, Amendment and Assignment**

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

## **9. Governing Law and Jurisdiction**

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

## **10. General**

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party

to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

## 11. Indemnity

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.

In WITNESS THEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written:

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
<b>Company Seal</b>	<b>Company Seal</b>
<b>Witness I</b>	<b>Witness II</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

## Annexure 11: Performance Bank Guarantee

To,

Central Bank of India, Mumbai

In consideration of Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as “Purchaser”) having agreed to purchase of software, hardware & other components & services (hereinafter referred to as “Goods”) from M/s ----- (hereinafter referred to as “Contractor”) on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the “Contract”) subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the computer hardware, as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the computer hardware and systems as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to ----- any money or moneys not exceeding a total sum of Rs----- (Rupees----- only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or that would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the computer hardware and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on -----; without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. ----- (this date should be date of expiry of Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other Banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

i) Our liability under this Bank Guarantee shall not exceed Rs------(Rupees-----only);

ii) This Bank Guarantee shall be valid up to -----;(date of expiry) and

iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before--- ----- (date of expiry of Guarantee)

11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this ----- day of ----- 2025 at -----

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

sd/- -----

## Annexure 12: Minimum Technical Specifications

Format for Minimum Technical Specifications is attached in excel format in separate sheet and also provide at the end of this RFP.

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

To,

General Manager-IT  
Central Bank of India,  
DIT, 1st Floor, CBD Belapur,  
Navi Mumbai -400 614

Dear Sir,

In response to your invitation to respond to your RFP for \_\_\_\_\_, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the Bidder“) wishes to respond to the said Request for Proposal (RFP) and submit the proposal for as listed in the RFP document.

Whereas the „Bidder“ has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of **Rs \_\_\_\_\_ (Rupees .....Only)** as bid security as required to be submitted by the, Bidder“ as a condition for participation in the said process of RFQ.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount of Rupees ----- without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. \_\_\_\_\_ (Rupees .....Only)**
2. This Bank guarantee will be valid up to \_\_\_\_\_; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank

Guarantee only upon service of a written claim or demand by you on or before \_\_\_\_\_ (date of expiry of BG plus claim period, if any)

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ at.

Yours faithfully,

For and on behalf of \_\_\_\_\_

Bank Authorised Official

#### Annexure 14: Bidder's Particulars

#	Particulars	
1.	Name of the Bidder	
2.	Address with E mail id, Mobile no. and Pincode	
3.	GST Number	
4.	Bank Details	
5.	PAN Number	
6.	Name of Authorised Person Mobile No:  Landline No:	
7.	i. Email ID ii. Alternative Email ID	
8.	Details of Document cost / Tender fee	UTR/Reference No. date & Amount
9.	Details of EMD	BG/UTR/Reference No. date & Amount
10.	Exemption Certificate details (if applicable). Eg: MSME/Udyog Aadhar certificate etc.	Please upload copy of the same along with details

Signature

Name:

Designation:

Seal of Company

Date:

**Annexure 15: Compliance Certificate with respect to RBI's "Master Direction on Outsourcing of Information Technology Services"**

(This letter should be on the letterhead of the bidder)

Date:-----

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

**Subject: RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services.**

Sir,

With reference to above, we <<<<Name of the Company>>>> hereby furnish and confirm the details as given below: -

1. Date of Agreement-
2. Expiry Date of Agreement
3. Type of Entity: Group Company/Not a group Company
4. Name of Directors of Company
5. Is any of the Director(s), Key Managerial Personnel and their relatives are stated above related to Central Bank of India: YES/NO

**Note: - The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time.**

Authorized Signatory Name:

Designation:

Email and Phone

## Annexure 16: NPA UNDERTAKING

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

Date:

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

Sir,

**Subject: RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services.**

We \_\_\_\_\_(bidder name), hereby undertake that-

- We have not been declared NPA by any Bank in India.
- Further, we do not have any pending case with any organization across the globe which affects our credibility to service the Bank.

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

### **Annexure17: Land Border Sharing Undertaking Letter**

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

To

Date:

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

Sir,

**Sub: RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services.**

**Dear Sir/Madam,**

We, M/s \_\_\_\_\_ are a private/ public limited company/ LLP/ firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013, Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at \_\_\_\_\_ (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to our captioned RFP and in this connection we hereby declare, confirm and agree as follows:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no.F.No.6/18/2019/PPD of 23<sup>rd</sup> July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/ procurement of goods and services, of any Bidder from a country which shares a land border with India and/ or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we, the Bidder hereby declare and confirm that:

Strike off whichever is not applicable

1. “I/we have read the clause regarding restrictions on procurement from a bidder of the country which shares a land border with India; I/ we certify that \_\_\_\_\_ is not from such a country.
2. “I/we have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I/we certify that \_\_\_\_\_ is from such a country. I hereby certify that \_\_\_\_\_ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached]”

Further, in case the work awarded to us, I/we undertake that I/we shall not subcontract any of assigned work under this engagement without the prior permission of Bank.

Further, we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our sub-contractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority]"

We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its rights to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

This declaration cum Undertaking is executed by us through our Authorized signatory/ ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this \_\_\_\_\_ by \_\_\_\_\_ 20\_\_

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email & Phone No.:

List of documents enclosed:

1. Copy of Certificate of valid registration with the Competent Authority (strike off if not applicable)
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

## Annexure 18: Cover Letter

Date:

To

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

**Dear Sir/Madam,**

1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your Bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this bid Offer for 180 days from date of bid (Commercial Bid) opening and our Offer shall remain binding on us which may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the Bank in the format prescribed for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

## Annexure 19: [Escalation Matrix]

Ref: Tender No - GEM/2025/B/6295675

Date: -

To  
The General Manager-IT  
Department of Information Technology  
Central Bank Of India  
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: **RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services.**

Escalation Matrix.

### Name of the Company

#### Delivery Related Issues:

Sr.	Name	Designation	Full Office Address	Phone No.	Mobile	Email address
A		First Level Contact				
B		Second level Contact				
C		Third level Contact				
D		Country Head				

#### Service Related Issues:

Sr.	Name	Designation	Full Office Address	Phone No.	Mobile	Email address
a		First Level Contact				
b		Second level Contact				
c		Third level Contact				
d		Country Head				

Any change in designation, substitution will be informed by us immediately.

(Signature of the Bidder with Seal)

Full name and Designation of authorized signatory

Date:

Phone No.:

E-mail:

## Annexure 20: Query Format

Queries:

Sr. No.	Page #	Point / Section #	Query	Banks Response (Bidder Should not fill in this column)
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorised Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)

## Annexure 21: Eligibility Criteria Compliance

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

The decision of Bank pertaining to Eligibility Criteria evaluation would be final and binding on all the bidders. Bank may accept or reject an offer without assigning any reason whatsoever.

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
<b>Bidder's Financial Strength</b>			
1.	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder	
2.	Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN	
3.	The bidder must have an annual average turnover in India of INR 200 Crores per annum in the last three financial years (i.e. 2021-22, 2022-23, 2023-24).	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FYs.	
4.	The bidder should have made operating profits in at least two financial years out of last three financial years. (i.e. 2021-22, 2022-23, 2023-24).	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FYs.	
5.	The bidder should have a positive net worth in last three financial years (i.e. 2021-22, 2022-23, 2023-24).	Certificate of the Chartered Accountant for preceding three FYs.	
<b>Bidder and OEM Experience</b>			
6.	The Bidder should be a certified or an Authorized partner of the OEM of the inquired solution.	Copy of MAF from OEMs as per format (Annexure 8) to be submitted, and confirmation from OEMs confirming the partnership	

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
		level of the Bidder	
7.	Bidder/ OEMs should have service/ support infrastructure at Mumbai/ Hyderabad and should be able to provide efficient and effective support.	Submit the undertaking self-declaration on Bidder's and OEM's letter head	
8.	Bidder should have experience of having supplied and implemented OEM Storage in at least one Scheduled Commercial Bank / BFSI /PSU in India in last 5 years having minimum 1000 Office/Branches in India.	Credential letter OR Copy of Purchase order/ Contract copy	
<b>Bidders Compliance</b>			
9.	At the time of bidding, the Bidder should not have been blacklisted/debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutions for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit the undertaking self-declaration on Company's letter head	
10.	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services	Submit the undertaking self-declaration on Company's letter head	
11.	Bidder/OEM should not have - <ul style="list-style-type: none"> <li>NPA with any Bank /financial institutions in India</li> <li>Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank</li> </ul>	Submit self-declaration on Company's letter head.	
12.	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate	

The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.

\*CBI reserves the right to verify references provided by the Bidder independently. Any decision of CBI in this regard shall be final, conclusive and binding up on the bidder. CBI may accept or reject an offer without assigning any reason whatsoever.

- 1) Bidders need to ensure compliance to all the eligibility criteria points.
- 2) In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- 3) In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.
- 4) Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- 5) If an agent submits a bid on behalf of the Bidder/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.
- 6) Scheduled Commercial Bank does not include Payments Bank, Cooperative Banks or RRBs.
- 7) While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
  - i. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.*
  - ii. *If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'*

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

## **Annexure 22: Guidelines on Banning of Business Dealing**

### **1.0 GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

### **2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.**

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

- 1) Introduction
- 2) Scope
- 3) Definitions
- 4) Initiation of banning / suspension
- 5) Suspension of business dealing
- 6) Ground on which banning of business dealings can be initiated
- 7) Banning of business dealings
- 8) Removal from list of approved agencies –suppliers/contractors
- 9) Show-cause notice
- 10) Appeal against the competent authority
- 11) Review of the decision by the competent authority
- 12) Circulation of names of agencies with whom business dealings have been banned

## 1. Introduction

1.1 Central Bank of India, being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

## 2. Scope

2.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated. 2.2. Similarly, in case of sale of material there is a clause to deal with the

Agencies / customers/ Buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

### 3. Definitions

In these Guidelines, unless the context otherwise requires:

- 1) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.
- 2) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
  - i. If one is a subsidiary of the other;
  - ii. If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - iii. If management is common;
  - iv. If one owns or controls the other in any manner.
- 3) 'Competent Authority' and 'Appellate Authority' shall mean the following:
  - i. For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the "Competent Authority" for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the "Appellate Authority" in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.
  - ii. For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors' Committee (EDC) shall be the "Competent Authority". The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.
  - iii. In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.
  - iv. For Zonal Offices Only  
Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the "Competent Authority" for the purpose of

these guidelines. The Head of the concerned Zonal Office shall be the “Appellate Authority” in all such cases. e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the “Competent Authority” and concerned Executive Director (GAD) shall be the “Appellate Authority”.

- v. Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- 4) ‘Investigating Department’ shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- 5) ‘List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

#### **4. Initiation of Banning / Suspension**

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

#### **5. Suspension of Business Dealings**

5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If

Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure:-

i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.

ii) Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee (EDC) with ED (GAD) as Convener of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.

iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

## **6. Ground on which Banning of Business Dealings can be initiated**

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrant;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;

6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank

(CENTRAL BANK OF INDIA) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent

Authority may decide to ban business dealing for any good and sufficient reason).

## **7 Banning of Business Dealings**

7.1 A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.

7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- 1) To study the report of the Investigating Agency and decide if a prima-facie case for Bank- wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.

- 2) To recommend for issue of show-cause notice to the Agency by the concerned department.
- 3) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- 4) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

- 1) Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- 2) Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors' Committee (EDC) with ED (GAD) as Convener of the Committee.
- 3) The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.
- 4) If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period.
- 5) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.
- 6) The decision of the EDC shall be communicated to the agency by ED (GAD).

## **8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.**

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from Competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

## **9 Show Cause Notice**

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- i. For exonerating the Agency if the charges are not established;
- ii. For removing the Agency from the list of approved Suppliers / Contractors, etc.
- iii. For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

## **10 Appeal against the Decision of the Competent Authority**

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

## **11 Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

## **12 Circulation of the names of Agencies with whom Business Dealings have been banned**

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.

### Annexure 23: [Undertaking of Information Security from Bidder]

Ref: Tender No - GEM/2025/B/6295675

Date: -

To,  
The General Manager-IT  
Department of Information Technology  
Central Bank Of India  
Plot No -26, Sector-11, CBD Belapur, Navi Mumbai-400614,

Sir,

Reg:- **RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services.**

We hereby undertake that the proposed product to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the software being delivered as well as any subsequent versions/modifications done) which may lead to any data leakage/compromise of the server/solution or any cyber security incident in future.

We also undertake that :-

- 1) The product offered, as part of the contract, does not contain Embedded Malicious Code that would activate procedures to:
  - i) Inhibit the desires and designed function of the equipment.
  - ii) Cause physical damage to the user or equipment during the exploitation.
  - iii) Tap information resident or transient in the equipment/network
- 2) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software and any loss occurring due to the above may be recovered from the existing contracts.
- 3) To ensure that the setup / link provided for updation / downloading / authorisation of licenses either on Banks network or through Internet should be free of any malware / viruses etc. Any damages / losses caused to Bank due to aforesaid shall be passed on to the bidder account.

Yours faithfully,

(Signature of the Bidder with Seal)  
Full name and Designation of authorized signatory  
Date:  
Phone No.: E-mail:

#### Annexure 24: [Software Bill of Material (SBOM) Format]

SBOM FORMAT								
S N	Applica tion Name	Softw are Packa ges	Type of Software ( App/Web/DB /Middleware)	Installed Version/ Installed Date	Late st Vers ion	License Type ( Perpetu al/ Subscri ption )	No. of Licenses/ AMC validity	OEM/ AMC Vendo r
1								
2								
3								
4								

The bidder must submit only such document as assurance regarding the accuracy, completeness and timelines of SBOM.

Yours faithfully,

(Signature of the Bidder with Seal)  
Full name and Designation of authorized signatory  
Date:

### Annexure 25- Template for Third Party Due Diligence Questionnaire

<b>Third Party Name</b>					
<b>Third Party Location</b>					
<b>Service Description</b>					
S. N.	Domain	Sub-domain	Control question	Response	Comments (If any)
				<b>(To be filled by Third Party)</b>	
1	Governance	Strategy & Operating Model	Do you have a dedicated information / cyber security team, responsible for information security governance across the organization?		
2	Governance	Policies, Standards & Architecture	Do you have information / cyber security policy?		
3	Governance	Policies, Standards & Architecture	Are all your policies and procedures reviewed periodically?		
4	Governance	Cyber Risk Culture & Behaviour	Do you perform periodic risk assessments? If Yes, please define the frequency		
5	Governance	Cyber Risk Management, Metrics & Reporting	Is your environment ISO 27001: 2013 certified for the scope of the service being offered to Central Bank of India? If Yes, please provide the latest copy of the certification and specify the scope of implementation.		
6	Governance	Cyber Risk Management, Metrics & Reporting	Is your environment SOC 2 Type II attested or certified for the scope of the service being offered to Central Bank of India?		
7	Governance	Cyber Risk Management, Metrics & Reporting	Is your environment PCI - DSS certified for the scope of the service being offered to Central Bank of India?		
8	Governance	Cyber Risk Management, Metrics & Reporting	Are appropriate procedures & controls implemented to ensure compliance with the usage of proprietary software products?		
9	Resilient	Incident & Crisis Readiness	Do you have a formal document for incident management?		
10	Resilient	Incident & Crisis Readiness	Is awareness training given to your employees to identify information security events?		
11	Resilient	Incident & Crisis Readiness	Do you have a formal cyber crisis management plan?		

12	Resilient	Incident Response	<p>a. Have you ever experienced a cybersecurity incident or data breach in last 3 years? This includes network, systems, software, etc.</p> <p>b. Will you notify Central Bank of India about any security, privacy incident, and event of disaster affecting Central bank of India services within 2 hrs. of incident being identified?</p> <p>c. Are the root cause analysis is performed for the security incidents.</p>		
13	Resilient	Incident Response	Please provide details if you have ever been subject to any enforcement actions, investigations or litigation related to privacy or information security?		
14	Resilient	BCP / DR	Do you have a Business Continuity / Disaster Recovery Plan in place at an organization level?		
15	Resilient	BCP / DR	Have you identified the events that could cause interruptions to business process?		
16	Resilient	BCP / DR			
17	Resilient	BCP / DR	Do you have a failover site? Please describe if that is Hot, Warm or Cold site.		
18	Resilient	BCP / DR	Is there sufficient redundant capacity to ensure services are not impacted in multi-tenant environments during peak usage?		
19	Resilient	BCP / DR	<p>If You store Central Bank of India data</p> <p>- is backed up data tested on a regular basis?</p> <p>- is data backup encrypted?</p>		
20	Information Security	Penetration Testing & Vulnerability Scanning	Do you periodically perform External IS Audit/ VAPA		
21	Information Security	Security Event Monitoring	1. Do you have mechanism to preserve Audit trail logs?		
22	Information Security	Network Security	Have you implemented Advance cyber security controls/ tools (eg. WAF, DDoS, Firewall , SIEM etc)		
23	Information Security	Customer Data Protection	Do you have the technical capabilities to identify & segregate Central Bank of India's data [including Bank's customer data] from other entities data and maintain confidentiality & integrity? Please describe and share the evidence.		

24	Ethics, Regulatory & Compliance	Ethics, Regulatory & Compliance	Has the third-party or has any of the third-party's owners directors/ shareholders/employees been the subject of any allegations, investigation, conviction and/or other relevant criminal practices relating to bribery or corruption in the last three years?		
25	Ethics, Regulatory & Compliance	Ethics, Regulatory & Compliance	Has the third-party complied with all applicable provisions of HR-related Acts, including, but not limited to Contract Labour (Regulation & Abolition) Act, Minimum Wages Act, Payment of Wages Act, Maternity Benefits Act, Payment of Gratuity Act, Equal Remuneration Act, Employee's Compensation Act, etc.?		
26	Ethics, Regulatory & Compliance	Ethics, Regulatory & Compliance	In the last three years has the third-party received any local/governmental citations or fines relating to labour issues?		
27	Data Privacy	Monitoring & Enforcement	Do you have Adequate data privacy and security controls in place to protect data integrity and confidentiality.		
28	Data Privacy	Monitoring & Enforcement	Do you have and regular data privacy training and awareness module for your employees?		
29	Operational	HR/Personnel Security	Do you perform a background screening or check prior to allowing constituent access to systems and data ?		
30	Operational	Operation Management	Does the third-party have a defined process for tracking and ensuring compliance to SLAs / KPIs agreed with Central Bank of India?		
31	Operational	Operation Management	Are there adequate controls in place to monitor the activities undertaken through sub-contracting, including tracking of errors, etc.?		
32	Operational	Supply Chain Risk Management	Do you have documented & approved Organization level outsourcing risk management policy/framework to govern your third parties you are dependent upon?		
33	Operational	Supply Chain Risk Management	i. Have you obtained the prior consent from Central Bank of India for subcontracting complete or partial activities to third party[ies]		

34	Operational	Supply Chain Risk Management	Does your Agreement /Contract with your third parties who will be involved in provisioning/rendering services to Central Bank of India include a. Information/Data security/Regulatory requirements and applicable data security standards, privacy laws & data localization requirements b. Confidentiality c. Business Continuity d. Right to audit & seek information from the service provider.		
35	Strategic and Geographical	Country risk assessment	Do the third party provides service from India.		
36	Strategic and Geographical	Adverse Media	Has there been any adverse media published against the third party in past 2 years (relating to Financial Reporting, AML, Human Rights, Environmental Laws, Others etc.)). If Yes, please describe		
37	Financial Risk	Revenue Trend	Does the third party have a positive Net Worth/ Revenue Trend for last 3 financial years?		
38	Regulatory and Supervisory requirements		whether the service provider is located in India or abroad, the Service provide shall ensure that the outsourcing should neither impede nor interfere with the ability of the Bank to effectively oversee and manage the outsourcing activities. Further, the Service provide shall ensure that the outsourcing does not impede the RBI/ Auditor in carrying out its supervisory functions and objectives.		
39	Physical security	Physical & Environmental Security	a. Does vendor have physical and environmental security measures in place like CCTV, Fire extinguisher, fire alarm, Smoke detector, biometric, UPS, AC, etc. b. Is there regular fire drills performed?		

The bidder is liable to be evaluated at the stage of Eligibility /Technical Evaluation for due diligence as per the format provided in Annexure-25 and the Bank reserves the right to qualify or disqualify the bidder based on the risk assessment.

I /We hereby certified that the above information/data provided is correct and true. Bank can call for Evidence/ Documentary proof/ data in support of the above information for Audit / internal purpose anytime and the same will be provided and submitted to Bank as and when required

## Authorised Signatory

### Name & Designation of Authorised Signatory

## Annexure 26- Reverse Auction Process – Letter of Indemnity

### LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD

Tender Ref: - GEM/2025/B/6295675

Date: -

To  
The General Manager-IT  
Department of Information Technology  
Central Bank Of India  
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: **Reverse Auction Process.**

We refer to our bid for your RFP No. GEM/2025/B/6295675 dated \_\_\_\_\_ for “Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services”. We, \_\_\_\_\_ (Company) hereby undertake to indemnify central Bank of India and agree to protect and hold The Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc.

The Bank undertakes to: (i) give prompt notice to the Bidder concerning the existence of the indemnifiable event; (ii) grant authority to the Bidder to defend or settle any related action or claim; and, (iii) provide, at the Bidder’s expense, such information, cooperation and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. Bank’s failure to give prompt notice shall not constitute a waiver of The Bank’s right to indemnification and shall affect the Bidder’s indemnification obligations only to the extent that the Bidder’s rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein, (i) The Bank may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) the Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to The Bank or increase the obligations assumed by The Bank under this Agreement, without the prior written consent of The Bank. If the Bidder elects not to defend any claim, The Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Bidder, and shall be entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by The Bank provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by The Bank, the Bidder shall promptly reimburse The Bank for all costs, expenses, settlement amounts and other damages.

In the event of any loss or damage on account of error in reconciliation, any reason whatsoever, Bidder shall liable to The Bank for each such event and in respect of each occasion at which such event occurs. If The Bank is in a position to recover a part of or the entire amount of loss suffered by The Bank from its insurance claims and provided that the Bidder has reimbursed The Bank of the entire loss, the amount recovered by The Bank from the insurer shall be refunded to the Bidder.

Bidder is also liable to bear any losses for failure on part of the bidder that bank or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Bidder shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.

Yours faithfully,

(Signature of the Bidder with Seal)

Full name and Designation of authorized signatory

Date:

## MINIMUM TECHNICAL SPECIFICATIONS

S. NO	Storage system specifications / Requirements(Controllers and Rack)	Bidder's Compliance (Yes/No)	Bidder's Remarks
<b>A</b>	<b>Architecture &amp; Features</b>		
1	The offered storage should be a High end Enterprise storage.		
2	The storage should have Symmetric Active-Active Controllers architecture across all the controllers where a LUN should be accessible by all the controllers in the system simultaneously. Storage system should be able to scale from minimum 4 controllers & scalable up to 12 controllers .Proposed Storage system should not be a clustered server based architecture.		
3	The storage system should have minimum 6 TB GB Global Cache. The cache should be accessible by other controllers in the storage system. Only write cache must be mirrored. If Read Cache is mirrored then 50% additional Cache capacity should be provided. Cache memory should be delivered on DRAM, any other device or HDD should not be considered as cache. The control overhead on cache should not be more than 5% of the total cache offered to attain the highest level of usable data cache.SSD/PCIe based Flash will not be considered as Cache.		
4	The Storage should be able to deliver 500K IOPs or more with fully populated for the workload of Read write ratio 70:30 ;8KB block size		
5	The storage should be with No Single Point of Failure (SPOF). All the components should be redundant and hot swappable including power supply, fans, batteries etc. The proposed storage must support non-disruptive replacement of hardware component		
6	Storage should support extremely high resiliency with 4 controllers physically connecting to the drive shelf. Storage system should survive the failure of 3 controllers that are connected to the same disk shelf		
7	Storage system should support Dedupe and compression. Storage system should have dedicated compression accesselerator card. Additional 512GB DRAM cache to be provided In caase storage system does not have dedicated hardware engine for compression.		
8	Storage system should scale performance by adding in diskless nodes		
9	Vendor should be able to support 100% Data Availability Guarantee in writing in OEMs letter head		
10	Storage system should support both Mainframe and Open Systems		

11			
12	Offered Storage array shall support heterogeneous storage virtualization (native/external) for vendors like, but not limited to, EMC, HP, IBM, Hitachi, Netapp etc. Storage should be supplied with Unlimited capacity of virtualization license. In case of non-native/external component used, it should be supplied in redundant mode with no single point of failure.		
13	Storage system should support Controller-based Data-At-Rest Encryption.		
14	The proposed storage system should support non-disruptive firmware upgrades without rebooting any controller.		
15	The Proposed storage system must support partitioning of resource in logical and physical level that is covering Front end ports, Cache and logical volume		
16	The proposed Storage shall support online non-disruptive firmware upgrade for both Controller & disk drives and can be non-disruptively backed out. The proposed Storage must provide application non-disruptive storage configuration changes. The proposed Storage shall support capability to provide Controller Micro code / Firmware Downgrade non-disruptively.		
<b>B</b>	<b>Replication and DR Features</b>		
1	The storage should support Local and Remote Synchronous and Asynchronous Data Replication. All Replication license to be supplied for Unlimited capacity.		
2	The storage should support at least 3 or more concurrent Local Clone Copies of the primary data volumes		
3	The replication solution should support three-way remote replication in both Concurrent multi-target with Delta Resync for zero-data-loss and Cascaded configuration with minimal impact on the primary storage system.		
4	The proposed storage system should support active-active configurations across 2 geographically separate sites at metro distance, where a single application should be active across both the sites delivering 0-RPO and 0-RTO. Required licenses or any appliance should be included in the proposed solution		
5	System should be able to automate the complete replication process.		
6	The storage should have integration with major Database like Oracle, MS-SQL, My-SQL, etc to take application consistent copies and snapshots when doing replication. Any Licenses for this support must be provided with System.		
<b>C</b>	<b>Storage Management Features</b>		
1	Centralized Storage management software should be browser based/ web enabled accessible over IP		
2	Storage management software should have roles based access		

	for user accounts to manage and monitor the storage system		
3	Storage management software should be able to integrate with Active Directory/ LDAP for user authentication		
4	Storage management software should be able to integrate with 3rd party enterprise management system via RESTFul API		
5	Storage management software should provide simplified user interface and wizards to perform configuration operations like create LUNs, Pools, Tiers, present LUNs to host, etc.		
6	Storage management software should be able to Orchastrate and Automate storage configuration operations. Storage management software should be able to smart volume provisioning to hosts.		
7	Storage management software should be able to Automate Replication Operations and monitor local and remote replication operations including 3DC or Active-Active Storage replication.		
8	Storage Management software should be able to define storage-centric data replication policies and automate the storage-based replications.		
9	Storage management software should be able to monitor alerts for automated or manually set performance thresholds		
10	Storage management software should show end to end physical and logical topology view of the infrastructure from virtual host to storage devices including SAN interconnect.		
11	Storage management software should be able to generate trending, Predictive Analysis, forecasting of Performance and Capacity of the complete Storage Infrastructure.		
12	Storage management software should be able to group infrastructure servers, applications together to provide application-centric reporting for capacity and performance.		
13	Storage management software should be able to identify performance bottleneck, Root Cause Analysis at host, SAN and storage level and should be able to troubleshoot storage performance problems		
<b>S. NO</b>	<b>Storage system specifications / Requirements(Disk)</b>	<b>Bidder's Compliance (Yes/No)</b>	<b>Bidder's Remarks</b>
<b>A</b>	<b>Architecture &amp; Features</b>		
1	Storage System should have multiple Global Hot Spares.One Hot spare disk should be provided for every 30 Disk Drives		
2	The Storage should support RAID 5, RAID 6, RAID10 parity groups.		
3	The storage should be supplied with virtual/thin provisioning, required software to meet the technical requirements.		
4	The storage should have Virtual/Thin provisioning and traditional raid group provisioning for Storage allocation to hosts. System should support Common storage pool across multiple controllers.		

5	Storage should support dedupe and compression on the lowest tier in a dynamic tiered storage pool where chunks of data in a single LUN is spread across different tiers of storage. The chunks of data areas moved dynamically from one tier to another based on usage		
6	Storage should support dedupe and compression on the external storage array as the lowest tier in a dynamic tiered storage pool through Virtualization of external storage systems		
7	Storage should be integrated with cloud native technologies such as Containers & Oracle enterprise manager through Plugins.		
8	The storage must provide non-disruptive firmware/micro code upgrade, device reallocation and configuration changes.		
9	The storage system should have support multi-path configuration for redundant path to connected hosts. Any Licenses (unlimited/frame based) required for this should be provided with Storage.		
10	The storage should have protection of cache data during a power failures by destaging the data in cache to non-volatile Disk.		
11	The storage should support dynamic LUN expansion while LUN is mounted on the host		
12	The proposed storage system should support more than 24000 LUNs or volumes		
13	The storage should be able to generate audit logs to record activities including host-initiated actions, physical component changes, attempts blocked by security control.		
14	The storage should have LUN masking or equivalent feature to prevent access of a LUN from unauthorized Hosts.		
15	The storage should support multiple operating systems such as Windows, Unix, Linux, Solaris and Mainframe etc.		
16	The storage should support clustering solutions such as Microsoft cluster, MS SQL cluster, SUN Solaris cluster, Linux cluster etc.		
17	Storage should support VMware vStorage API for Array Integration including but not limited to VAAI, VVOL, VASA etc. and ODX for Microsoft Hyper-V.		
18	The storage should be able to provide Quality of Service (QOS) to ensure bandwidth is allocated to desired servers or ports, storage should be capable of restricting IOs or throughput to LUNs or Volmes.		

SAN SWITCH DIRECTOR CLASS			
S. No.	General Chassis Requirement	Bidder's Compliance (Yes/No)	Bidder's Remarks

1	SAN Switches Chassis with port side exhaust . The proposed director or chassis based solution must have complete redundancy in case of failure including hot swappable control plane module/supervisor, fabric modules, fan modules, power supplies, software modules on the OS.		
2	The switch must support the following modules types in the same chassis : • 8/16/32-Gbps FC Module		
3	The switch must be able to support non-disruptive software upgrade.		
<b>S. No.</b>	<b>General Line Card and Ports Requirement</b>	<b>Bidder's Compliance (Yes/No)</b>	<b>Bidder's Remarks</b>
1	The switch (or director platform) must be able to provide a minimum of 144 ports scalable upto a maximum of 384 - 8/16/32-Gbps Ports.		
2	There should be no over-subscription within the chassis and all ports should be provided without any breakouts.		
3	The switch should be able to support (or in future) 32G FC speeds on all 384 ports at line rate.		
4	The switch must have non-blocking architecture and be capable of dropping bad / corrupt frames at the ingress of the switch by checking the ingress/egress packet against CRC.		
5	All FC ports for device connectivity should be 8/16/32-Gbps Gbps auto-sensing Fibre Channel ports.		
6	The switch should support Virtual SAN and inter VSAN routing for sharing resources across VSAN. Switch should be able to deliver line-rate routing between any ports in a system or fabric without the need for external routing appliances.		
7	The switch shall support different port types such as expansion port (E port), fabric port (F port), fabric loop port (FL port), NP port, trunking E port (TE port), trunking F port (TF port), trunking NP port, SPAN destination port(SD port), SPAN tunnel port (ST port).		

COMMERCIAL BILL OF MATERIAL	
Instructions	
S.No.	Guidelines
I	<b>Summary of Total Cost</b>
1	The bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the corrigendums in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilise the solution.
2	CBI is not responsible for any arithmetic errors in the commercial bid details sheet committed by the bidders. All formulas & arithmetical calculations will be Vendor's responsibility.
3	The bidder is expected to specify the type of licences along with the details with respect to quantity, rate, etc., wherever applicable.
4	In case the bidder includes/combines any line item as part of any other line item in the commercial bid, then this has to be clearly mentioned in the description indicating the line item which contains the combination
5	The bidder has to quote for each line item. If any line item is part of the solution proposed in the RFP response, it has to be referenced. If it is not applicable, then the Bidder has to mention Not Applicable (NA).
6	The Bidder may insert additional line items as applicable based on the solution offered in the respective tabs
7	<b>The Bidders should quote as per the format of Bill of Material ONLY and a masked replica of the Bill of Material should be enclosed in the technical bid.</b>
8	Bidder is required to cover component by component licensing details for each of the software components proposed to CBI
9	<b>The <u>masked</u> Bill of Materials which would be submitted as part of the Technical Bill of Material should contain "XX" for ALL the corresponding commercial values that will be present in the unmasked Bill of Material that will be part of the Commercial submission.</b>
10	All amounts in the Bill of Material should be in INR
11	The Bidder should to the extent possible stick to the same structure of the Bill of Material. Hence, the bidder is not expected to delete necessary rows.
12	All the prices quoted by the bidder shall be exclusive of taxes
13	Any additional number of items (software, hardware) and services to be procured by CBI in future shall be on pro-rata basis on the rates provided in the Bill of Material.
14	If the bidder has not quoted for any line item mentioned in the Bill of Material, it will be deemed considered that bidder has factored the cost for the item in the Bill of Material and No Additional charges will be paid other than the one mentioned in the Bill of Material .
15	Bidder is required to submit the indicative commercials during the bid submission and is required to provide the line item wise detailed breakup post reverse auction (RA)
II	<b>Hardware</b>
1	The bidder has to quote for each line item. If any line item is part of the solution proposed in the RFP response, it has to be referenced. If it is not applicable, then the Bidder has to mention Not Applicable (NA).
2	The Bidder can insert additional line items as applicable based on the solution offered in the various tabs
3	The hardware type , model and detailed configuration has to be clearly described in

	the Description column
4	The Bidder shall provide the maintenance (Warranty & ATS) for entire contract period.
4	The bidder is required to supply implement and provide warranty & AMC/ATS of the hardware & associated software required for the solution for the tenure of the contract
<b>IV</b>	<b>Installation, Implementation &amp; Migration</b>
1	Bidder shall comply to the Installation & commissioning, implementation and Migration scope provided in the RFP
2	Bidder should quote for end to end Installation & commissioning, implementation and Migration scope as mentioned in the rfp
3	Activities and functions to be undertaken for installation and implementation of the licensed software should be as per the RFP.
<b>V</b>	<b>AMC &amp; ATS</b>
1	Bidder is expected to provide a detailed break up of all products and services that are under the scope as part of the technical bid, in the technical bill of materials i.e. the above format is expected to be replicated for each item to be covered under the scope of facilities management.
3	The AMC, ATS costs for Production DC, NS & DR have to be quoted separately
4	If required, the Bidder has to create additional line items in this section.
<b>VI</b>	<b>Training</b>
1	The rates provided by the bidders should be applicable for any additional training that CBI may require throughout the tenure of the contract (on pro-rate basis).
<b>VII</b>	<b>Buyback</b>
1	Bidder needs to buyback the equipments which will be discarded by the bank and the cost for the buyback cost which shall be paid by the bidder to the bank shall be quoted by the bidder.

## Summary

Sr. No	Items	Year 1	Year 2	Year 3	Year 4	Year 5	Total Amount for 5 years (in INR)	GST	Grand Total (INR)
1	Hardware Cost	xx					xx	xx	xx
2	Installation & Implementation Cost	xx					xx	xx	xx
3	AMC & ATS Cost				xx	xx	xx	xx	xx
4	OEM FM Cost	xx	xx	xx	xx	xx	xx	xx	xx
5	Buy Back Offer(-)		xx				xx	xx	xx
<b>Total Cost of Ownership</b>									<b>xx</b>

**\*\*All the prices quoted by the bidder shall be inclusive of taxes**

**Total Cost in Words:**

**HARDWARE COST****NOTE - HARDWARE COST OF PHASE -II SHOULD BE MORE THAN 35% OF THE TOTAL HARDWARE COST**

HARDWARE COST				YEAR 1			YEAR 2			GST	Grand Total (INR)
Sl.No	NOTE: The Hardware costing should be inclusive of OS	Description	Details of the proposed hardware	Quantity	Unit Price (INR)	Total Amount (INR)	Quantity	Unit Price (INR)	Total Amount (INR)		
	Data Centre (DC)										
	Phase 1- as per timelines stated in the RFP										
1	Storage Array with minimum 12 Controllers and 1 Rack	192x 32Gbps Front end ports, OEM Rack, Power type-1 Phase Backend Encryption, Software Package (One centralized instance of Ops Centre, In-system Replication Shadow Image unlimited at DC) , Disk Retention Option (DRO), (Protocol Licenses , Replication Licenses, Clone, snapshot, Configuration, monitoring and management software) licenses as per requirement 3 years warranty Workload Profile -70:30 Read write Ratio; Block size 8 KB; 100% Random Workload		1	xx	xx				xx	xx

i	Approx. 323 TB usable capacity Using 15 TB NVMe, in RAID 10 (2D+2D), Hot spares	15TB NVMe SSD Drives,		50	xx	xx				xx	xx
ii	Approx. 574 TB usable capacity Using 15 TB NVMe, in RAID 5 (7D+1P) , Hot spares	15TB NVMe SSD Drives,		50	xx	xx				xx	xx
iii	Approx. 1341 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P), Hot spares	30TB NVMe SSD Drives		50	xx	xx				xx	xx
2	SAN Switches Chassis with port side exhaust	RPS, (Port Licenses, Enterprise licenses, Trunking licenses, Configuration, monitoring and management software) licenses as per requirement fabric manager, 3 years warranty		2	xx	xx				xx	xx
i	Line Card Modules	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP		8	xx	xx				xx	xx
ii	LW SFP	32 Gbps LW SFP		8	xx	xx				xx	xx
iii	RACK	800*1000/1200 mm with Fan, Dual PDU for Switch and Cable Installation		2	xx	xx				xx	xx

RFP for Augmentation of Storage and SAN Switch at  
DC, DRC & Near Site, OEM Support Services

3	SAN Cabling	As per requirement		XX	XX	XX				XX	XX
4	Any other (Please specify)	Bidder has to provision all kinds of cables (Power , Data etc) , connectors, Software, Licenses and other accessories to complete the project in Phase II		XX	XX	XX				XX	XX
	<b>Total (A)</b>										<b>XX</b>
	<b>Phase 2 - as per timelines stated in RFP</b>										
1	Storage Array Augmentation, Approx. 2107 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P) , Hot spares with 3 years Warranty	30TB NVMe SSD Drives,					100	XX	XX	XX	XX
2	SAN Switch Expansion	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP					6	XX	XX	XX	XX
	<b>Total (B)</b>										<b>XX</b>
	<b>Near Site Environment (NS)</b>										
	<b>Phase 2 - as per timelines stated in RFP</b>										

RFP for Augmentation of Storage and SAN Switch at  
DC, DRC & Near Site, OEM Support Services

1	Storage Array with minimum 4 Controllers and 1 Rack	Remote Replication True Copy, (Protocol Licenses , Replication Licenses, Clone, snapshot, Configuration, monitoring and management software) licenses as per requirement 3 years warranty					1	xx	xx	xx	xx
i	Approx. 300 TB Usable Capacity in RAID 10 (2D+2P), Hot spares	Approx. 15TB NVMe SSD Drives					50	xx	xx	xx	xx
ii	Approx. 116 TB Usable Capacity in RAID 10 (2D+2P), Hot spares	Approx. 30TB NVMe SSD Drives					8	xx	xx	xx	xx
2	SAN Cabling						xx	xx	xx	xx	xx
3	Any other (Please specify)	Bidder has to provision all kinds of cables (Power , Data etc) , connectors, Software, Licenses and other accessories to successfully complete the project in Phase II					xx	xx	xx	xx	xx
	<b>Total (C)</b>										<b>xx</b>
	<b>Disaster Recovery Centre (DRC)</b>										
	<b>Phase 1- as per timelines stated in the RFP</b>										

1	Storage Array with minimum 12 Controllers and 1 Rack	192x 32Gbps Front end ports, OEM Rack, Power type-1 Phase Backend Encryption, Software Package (One centralized instance of Ops Centre, In-system Replication Shadow Image unlimited at DC) , Disk Retention Option (DRO), (Protocol Licenses , Replication Licenses, Clone, snapshot, Configuration, monitoring and management software) licenses as per requirement 3 years warranty Workload Profile -70:30 Read write Ratio; Block size 8 KB; 100% Random Workload		1	xx	xx				xx	xx
i	Approx. 323 TB usable capacity Using 15 TB NVMe, in RAID 10 (2D+2D), Hot spares	15TB NVMe SSD Drives,		50	xx	xx				xx	xx
ii	Approx. 574 TB usable capacity Using 15 TB NVMe, in RAID 5 (7D+1P) , Hot spares	15TB NVMe SSD Drives,		50	xx	xx				xx	xx
iii	Approx. 1341 TB usable capacity Using 30 TB NVMe, in RAID 5	30TB NVMe SSD Drives		50	xx	xx				xx	xx

RFP for Augmentation of Storage and SAN Switch at  
DC, DRC & Near Site, OEM Support Services

	(7D+1P), Hot spares										
2	SAN Switches Chassis with port side exhaust	RPS, (Port Licenses, Enterprise licenses, Trunking licenses, Configuration, monitoring and management software) licenses as per requirement fabric manager, 3 years warranty		2	xx	xx				xx	xx
i	Line Card Modules	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP		8	xx	xx				xx	xx
ii	RACK	800*1000/1200 mm with Fan, Dual PDU for Switch and Cable Installation		2	xx	xx				xx	xx
3	SAN Cabling	As per requirement		xx	xx	xx				xx	xx
4	Any other (Please specify)	Bidder has to provision all kinds of cables (Power , Data etc) , connectors, Software, Licenses and other accessories to complete the project in Phase II		xx	xx	xx				xx	xx
	<b>Total (D)</b>										<b>xx</b>
	<b>Phase 2 - as per timelines stated in RFP</b>										
1	Storage Array Augmentation, Approx. 2107 TB usable capacity in RAID 5 (7D+1P) , Hot spares with 3	30TB NVMe SSD Drives,					100	xx	xx	xx	xx

	years Warranty										
2	SAN Switch Expansion	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP				6	xx	xx	xx	xx	
	<b>Total (E)</b>										<b>xx</b>
	<b>Grand Total (A+B+C+D+E)</b>										<b>xx</b>

**Note - 1. Price of all the Line Items should be mentioned individually.**

**2. All Unit Prices of same components should be same. (e.g. Unit Price of 15/30TB NVMe Disk at different line items should be same. Unit Price of Switch Line cards at different line items should be same.)**

**3. The Unit Price will be used for Price calculation to incorporating Repeat Order Clause of the RFP.**

### Installation, Implementation & Data Migration Cost

SL NO		Description	Quantity	Rate (INR)	Total Amount (INR)	GST	Grand Total (INR)
<b>Data Centre (DC)</b>							
1	Phase 1- Installation, Implementation & Data Migration Cost		XX	XX	XX	XX	XX
2	Phase 2- Installation, Implementation & Data Migration Cost		XX	XX	XX	XX	XX
3	Database OEM		XX	XX	XX	XX	XX
4	Benchmark Cost		XX	XX	XX	XX	XX
5	Any other (Please specify)		XX	XX	XX	XX	XX
	<b>Total (A)</b>						<b>XX</b>
<b>Disaster Recovery Centre (DRC)</b>							
1	Phase 1- Installation, Implementation & Data Migration Cost		XX	XX	XX	XX	XX
2	Phase 2- Installation, Implementation & Data Migration Cost		XX	XX	XX	XX	XX
3	Database OEM		XX	XX	XX	XX	XX
4	Any other (Please specify)		XX	XX	XX	XX	XX
	<b>Total (B)</b>						<b>XX</b>
<b>Near Site Environment (NS)</b>							
1	Phase 2- Installation, Implementation & Data Migration Cost		XX	XX	XX	XX	XX
2	Any other (Please specify)		XX	XX	XX	XX	XX
	<b>Total (C)</b>						<b>XX</b>
	<b>Grand Total (A+B+C)</b>						<b>XX</b>

## **HARDWARE AMC COST**

<b>HARDWARE AMC COST</b>			<b>YEAR 4</b>			<b>YEAR 5</b>			<b>GST</b>	<b>Grand Total (INR)</b>
<b>Sl. NO</b>	<b>NOTE: The Hardware costing should be inclusive of OS</b>	<b>Description</b>	<b>Quantity</b>	<b>Rate (INR)</b>	<b>Total Amount (INR)</b>	<b>Quantity</b>	<b>Rate (INR)</b>	<b>Total Amount (INR)</b>		
	<b>Data Centre (DC)</b>									
	Phase 1- as per timelines stated in the RFP									
1	Storage Array with minimum 12 Controllers and 1 Rack	192x 32Gbps Front end ports, OEM Rack, Power type-1 Phase Backend Encryption, Software Package (One centralized instance of Ops Centre, In-system Replication Shadow Image unlimited at DC) , Disk Retention Option (DRO), (Protocol Licenses , Replication Licenses, Clone, snapshot, Configuration, monitoring and management software) licenses as per requirement 3 years warranty Workload Profile -70:30 Read write Ratio; Block size 8 KB; 100% Random Workload	1	xx	xx	1	xx	xx	xx	xx
i	Approx. 323 TB usable capacity Using 15 TB NVMe, in RAID 10 (2D+2D), Hot spares	15TB NVMe SSD Drives,	50	xx	xx	50	xx	xx	xx	xx
ii	Approx. 574 TB usable capacity Using 15 TB NVMe, in RAID 5 (7D+1P) , Hot spares	15TB NVMe SSD Drives,	50	xx	xx	50	xx	xx	xx	xx

iii	Approx. 1341 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P), Hot spares	30TB NVMe SSD Drives	50	xx	xx	50	xx	xx	xx	xx
2	SAN Switches Chassis with port side exhaust	RPS, (Port Licenses, Enterprise licenses, Trunking licenses, Configuration, monitoring and management software) licenses as per requirement fabric manager, 3 years warranty	2	xx	xx	2	xx	xx	xx	xx
i	Line Card Modules	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP	8	xx	xx	8	xx	xx	xx	xx
ii	LW SFP	32Gbps LW SFP	16	xx	xx	16	xx	xx	xx	xx
3	Any other (Please specify)	Bidder has to provision all kinds of cables (Power , Data etc) , connectors, Software, Licenses and other accessories to complete the project in Phase II								
<b>Total (A)</b>										<b>XX</b>
<b>Phase 2 - as per timelines stated in RFP</b>										
1	Storage Array Augmentation, Approx. 2107 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P) , Hot spares with 3 years Warranty	30TB NVMe SSD Drives,	100	xx	xx	100	xx	xx	xx	xx
2	SAN Switch Expansion	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP	6	xx	xx	6	xx	xx	xx	xx

	<b>Total (B)</b>									<b>XX</b>
	<b>Near Site Environment (NS)</b>									
	<b>Phase 2 - as per timelines stated in RFP</b>									
1	Storage Array with minimum 4 Controllers and 1 Rack	Remote Replication True Copy, (Protocol Licenses , Replication Licenses, Clone, snapshot, Configuration, monitoring and management software) licenses as per requirement 3 years warranty	1	xx	xx	1	xx	xx	xx	xx
i	400 TB Usable Capacity in RAID 10 (2D+2P), Hot spares	Approx. 15TB NVMe SSD Drives	50	xx	xx	50	xx	xx	xx	xx
ii	Approx. 116 TB Usable Capacity in RAID 10 (2D+2P), Hot spares	Approx. 30TB NVMe SSD Drives	8	xx	xx	8	xx	xx	xx	xx
2	Any other (Please specify)	Bidder has to provision all kinds of cables (Power , Data etc) , connectors, Software, Licenses and other accessories to successfully complete the project in Phase II								
	<b>Total (C)</b>									<b>XX</b>
	<b>Disaster Recovery Centre (DRC)</b>									
	Phase 1- as per timelines stated in the RFP									

1	Storage Array with minimum 12 Controllers and 1 Rack	192x 32Gbps Front end ports, OEM Rack, Power type-1 Phase Backend Encryption, Software Package (One centralized instance of Ops Centre, In-system Replication Shadow Image unlimited at DC) , Disk Retention Option (DRO), (Protocol Licenses , Replication Licenses, Clone, snapshot, Configuration, monitoring and management software) licenses as per requirement 3 years warranty Workload Profile -70:30 Read write Ratio; Block size 8 KB; 100% Random Workload	1	xx	xx	1	xx	xx	xx	xx
i	Approx. 323 TB usable capacity Using 15 TB NVMe, in RAID 10 (2D+2D), Hot spares	15TB NVMe SSD Drives,	50	xx	xx	50	xx	xx	xx	xx
ii	Approx. 574 TB usable capacity Using 15 TB NVMe, in RAID 5 (7D+1P) , Hot spares	15TB NVMe SSD Drives,	50	xx	xx	50	xx	xx	xx	xx
iii	Approx. 1341 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P), Hot spares	30TB NVMe SSD Drives	50	xx	xx	50	xx	xx	xx	xx
2	SAN Switches Chassis with port side exhaust	RPS, (Port Licenses, Enterprise licenses, Trunking licenses, Configuration, monitoring and management software) licenses as per requirement fabric manager, 3 years warranty	2	xx	xx	2	xx	xx	xx	xx

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i	Line Card Modules	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP	8	xx	xx	8	xx	xx	xx	xx
3	Any other (Please specify)	Bidder has to provision all kinds of cables (Power , Data etc) , connectors, Software, Licenses and other accessories to complete the project in Phase II								
	<b>Total (D)</b>									<b>XX</b>
	<b>Phase 2 - as per timelines stated in RFP</b>									
1	Storage Array Augmentation, Approx. 2107 TB usable capacity in RAID 5 (7D+1P) , Hot spares with 3 years Warranty	30TB NVMe SSD Drives,	100	xx	xx	100	xx	xx	xx	xx
2	SAN Switch Expansion	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP	6	xx	xx	6	xx	xx	xx	xx
	<b>Total (E)</b>									<b>XX</b>
	<b>Grand Total (A+B+C+D+E)</b>									<b>XX</b>

### OEM FMS COST

OEM FMS			Year -1		Year -2		Year -3		Year -4		Year -5		Total Cost (INR)	GST	Grand Total (INR)
	Resources	No. of Resources (a)	Unit Rate (b)	Cost = (a x b)	Unit Rate (b)	Cost = (a x b)	Unit Rate (b)	Cost = (a x b)	Unit Rate (b)	Cost = (a x b)	Unit Rate (b)	Cost = (a x b)			
1	STORAGE L3 Support HITACHI VANTARA	1	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx
Total															XX

Note : FMS will start from the Date of Commissioning and acceptance of the Solution by Bank.

### **BUYBACK COST**

BUY-BACK							
S. No.	Item	Description	Quantity	Rate (INR)	Total Amount (INR)	GST	Grand Total (INR)
1	G1500 STORAGE	at DC	1	xx	xx	xx	xx
2	G1500 STORAGE	at DR	1	xx	xx	xx	xx
3	G1500 STORAGE	at Near Site	1	xx	xx	xx	xx
4	VSP9000 STORAGE	at Near Site	1	xx	xx	xx	xx
5	OTHER ITEMS	Old SAN Parts, Server parts	LUMPSUM	xx	xx	xx	xx
	<b>Total</b>						<b>xx</b>

# **CORRIGENDUM - 1**

## **(ANNEXURE- I)**

- Last Date & Time for Bid submission: 07<sup>th</sup> August 2025 upto 15:00 Hrs.
- Date & Time for opening Technical Bids: 07<sup>th</sup> August 2025 at 15:30 Hrs.

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –I)**

Sr. No.	Page No.	Point/ Section	Existing RFP Clause	Bidder's Query/ Suggestion/Remarks	Bank Response
1	9	Invitation for Tender Offers	Last Date and Time submission of Bids: 09/07/2025 up to 15:00 hrs.	Corrigendum	Last Date and Time submission of Bids: 07/08/2025 up to 15:00 hrs.
2	9	Invitation for Tender Offers	Time & Date of Opening of technical bids: 09/07/2025 at 15:30 hrs.	Corrigendum	Time & Date of Opening of technical bids: 07/08/2025 at 15:30 hrs.

# **CORRIGENDUM - 2**

## **(ANNEXURE- II)**

**AND**

# **BANK RESPONSE TO PRE-BID QUERIES**

## **(ANNEXURE- III)**

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –II)**

Sr. No.	Page No.	Point/ Section	Existing RFP Clause	Bidder's Query/ Suggestion/Remarks	Bank Response
1	150	iii DC Phase1 - Hardware Cost	Approx. 1341 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P), Hot spares	Corrigendum	REVISED COMMERCIAL BILL OF MATERIAL enclosed.
2	151, 154	1 DC Phase2 - Hardware Cost	Storage Array Augmentation, Approx. 2107 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P) , Hot spares with 3 years Warranty	Corrigendum	REVISED COMMERCIAL BILL OF MATERIAL enclosed.
3	153	iii DRC Phase1 - Hardware Cost	Approx. 1341 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P), Hot spares	Corrigendum	REVISED COMMERCIAL BILL OF MATERIAL enclosed.
4	150, 154, 158, 160, 144-145	HARDWARE Cost SAN Switches Chassis with port side exhaust Data Centre (DC and DRC) Point 2: SAN Switches Chassis with port side exhaust with AMC	Hardware Cost--> Data Centre (DC) --> Point 2--> SAN Switches Chassis with port side exhaust Disaster Recovery Centre (DRC) Point 2: SAN Switches Chassis with port side exhaust Hardware Cost--> Disaster Recovery Centre (DRC) --> Point 2--> SAN Switches Chassis with port side exhaust Hardware AMC Cost--> Data Centre (DC) --> Point 2--> SAN Switches Chassis with port side exhaust Hardware AMC Cost--> Disaster Recovery Centre (DRC) --> Point 2--> SAN Switches Chassis with port side exhaust Point No. 1: SAN Switches Chassis with port side exhaust. The proposed director or chassis based solution must have complete redundancy in case of failure including hot swappable control plane module/supervisor, fabric modules, fan modules, power supplies, software modules on the OS.	Corrigendum	REVISED COMMERCIAL BILL OF MATERIAL enclosed.

## REVISED COMMERCIAL BILL OF MATERIAL

### Instructions

S.No.	Guidelines
I	<b>Summary of Total Cost</b>
1	The bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the corrigendums in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilise the solution.
2	CBI is not responsible for any arithmetic errors in the commercial bid details sheet committed by the bidders. All formulas & arithmetical calculations will be Vendor's responsibility.
3	The bidder is expected to specify the type of licences along with the details with respect to quantity, rate, etc., wherever applicable.
4	In case the bidder includes/combines any line item as part of any other line item in the commercial bid, then this has to be clearly mentioned in the description indicating the line item which contains the combination
5	The bidder has to quote for each line item. If any line item is part of the solution proposed in the RFP response, it has to be referenced. If it is not applicable, then the Bidder has to mention Not Applicable (NA).
6	The Bidder may insert additional line items as applicable based on the solution offered in the respective tabs
7	<b>The Bidders should quote as per the format of Bill of Material ONLY and a masked replica of the Bill of Material should be enclosed in the technical bid.</b>
8	Bidder is required to cover component by component licensing details for each of the software components proposed to CBI
9	<b>The <u>masked</u> Bill of Materials which would be submitted as part of the Technical Bill of Material should contain "XX" for ALL the corresponding commercial values that will be present in the unmasked Bill of Material that will be part of the Commercial submission.</b>
10	All amounts in the Bill of Material should be in INR
11	The Bidder should to the extent possible stick to the same structure of the Bill of Material. Hence, the bidder is not expected to delete necessary rows.
12	All the prices quoted by the bidder shall be exclusive of taxes
13	Any additional number of items (software, hardware) and services to be procured by CBI in future shall be on pro-rata basis on the rates provided in the Bill of Material.
14	If the bidder has not quoted for any line item mentioned in the Bill of Material, it will deemed considered that bidder has factored the cost for the item in the Bill of Material and No Additional charges will be paid other than the one mentioned in the Bill of Material .
15	Bidder is required to submit the indicative commercials during the bid submission and is required to provide the line item wise detailed breakup post reverse auction (RA)

<b>II</b>	<b>Hardware</b>
1	The bidder has to quote for each line item. If any line item is part of the solution proposed in the RFP response, it has to be referenced. If it is not applicable, then the Bidder has to mention Not Applicable (NA).
2	The Bidder can insert additional line items as applicable based on the solution offered in the various tabs
3	The hardware type , model and detailed configuration has to be clearly described in the Description column
4	The Bidder shall provide the maintenance (Warranty & ATS) for entire contract period.
4	The bidder is required to supply implement and provide warranty & AMC/ATS of the hardware & associated software required for the solution for the tenure of the contract
<b>IV</b>	<b>Installation,Implementation &amp; Migration</b>
1	Bidder shall comply to the Installation & commissioning, implementation and Migration scope provided in the RFP
2	Bidder should quote for end to end Installation & commissioning, implementation and Migration scope as mentioned in the rfp
3	Activities and functions to be undertaken for installation and implementation of the licensed software should be as per the RFP.
<b>V</b>	<b>AMC &amp; ATS</b>
1	Bidder is expected to provide a detailed break up of all products and services that are under the scope as part of the technical bid, in the technical bill of materials i.e. the above format is expected to be replicated for each item to be covered under the scope of facilities management.
3	The AMC, ATS costs for Production DC,NS & DR have to be quoted separately
4	If required, the Bidder has to create additional line items in this section.
<b>VI</b>	<b>Training</b>
1	The rates provided by the bidders should be applicable for any additional training that CBI may require throughout the tenure of the contract (on pro-rate basis).
<b>VII</b>	<b>Buyback</b>
1	Bidder needs to buyback the equipments which will be discarded by the bank and the cost for the buyback cost which shall be paid by the bidder to the bank shall be quoted by the bidder.

## Summary

Sr. No	Items	Year 1	Year 2	Year 3	Year 4	Year 5	Total Amount for 5 years (in INR)	GST	Grand Total (INR)
1	Hardware Cost	xx					xx	xx	xx
2	Installation & Implementation Cost	xx					xx	xx	xx
3	AMC & ATS Cost				xx	xx	xx	xx	xx
4	OEM FM Cost	xx	xx	xx	xx	xx	xx	xx	xx
5	Buy Back Offer(-)		xx				xx	xx	xx
<b>Total Cost of Ownership</b>									<b>xx</b>

**\*\*All the prices quoted by the bidder shall be inclusive of taxes**

**Total Cost in Words:**

## **HARDWARE COST**

**NOTE - HARDWARE COST OF PHASE -II SHOULD BE MORE THAN 35% OF THE TOTAL HARDWARE COST**

HARDWARE COST				YEAR 1			YEAR 2			GST	Grand Total (INR)
Sl.No	NOTE: The Hardware costing should be inclusive of OS	Description	Details of the proposed hardware	Quantity	Unit Price (INR)	Total Amount (INR)	Quantity	Unit Price (INR)	Total Amount (INR)		
	Data Centre (DC)										
	Phase 1- as per timelines stated in the RFP										
1	Storage Array with minimum 12 Controllers and 1 Rack	192x 32Gbps Front end ports, OEM Rack, Power type-1 Phase Backend Encryption, Software Package (One centralized instance of Ops Centre, In-system Replication Shadow Image unlimited at DC) , Disk Retention Option (DRO), (Protocol Licenses , Replication Licenses, Clone, snapshot, Configuration, monitoring and management software) licenses as per requirement 3 years warranty Workload Profile -70:30 Read write Ratio; Block size 8 KB; 100% Random Workload		1	xx	xx				xx	xx

i	Approx. 323 TB usable capacity Using 15 TB NVMe, in RAID 10 (2D+2D), Hot spares	15TB NVMe SSD Drives,		50	xx	xx				xx	xx
ii	Approx. 574 TB usable capacity Using 15 TB NVMe, in RAID 5 (7D+1P) , Hot spares	15TB NVMe SSD Drives,		50	xx	xx				xx	xx
iii	Approx. 1149 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P), Hot spares	30TB NVMe SSD Drives		50	xx	xx				xx	xx
2	SAN Switches Chassis with port side intake	RPS, (Port Licenses, Enterprise licenses, Trunking licenses, Configuration, monitoring and management software) licenses as per requirement fabric manager, 3 years warranty		2	xx	xx				xx	xx
i	Line Card Modules	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP		8	xx	xx				xx	xx
ii	LW SFP	32 Gbps LW SFP		8	xx	xx				xx	xx
iii	RACK	800*1000/1200 mm with Fan, Dual PDU for Switch and Cable Installation		2	xx	xx				xx	xx

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3	SAN Cabling	As per requirement		xx	xx	xx				xx	xx
4	Any other (Please specify)	Bidder has to provision all kinds of cables (Power , Data etc) , connectors, Software, Licenses and other accessories to complete the project in Phase II		xx	xx	xx				xx	xx
	<b>Total (A)</b>										<b>xx</b>
	<b>Phase 2 - as per timelines stated in RFP</b>										
1	Storage Array Augmentation, Approx. 2299 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P) , Hot spares with 3 years Warranty	30TB NVMe SSD Drives,					100	xx	xx	xx	xx
2	SAN Switch Expansion	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP					6	xx	xx	xx	xx
	<b>Total (B)</b>										<b>xx</b>
	<b>Near Site Environment (NS)</b>										
	<b>Phase 2 - as per timelines stated in RFP</b>										

RFP for Augmentation of Storage and SAN Switch at  
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1	Storage Array with minimum 4 Controllers and 1 Rack	Remote Replication True Copy, (Protocol Licenses , Replication Licenses, Clone, snapshot, Configuration, monitoring and management software) licenses as per requirement 3 years warranty					1	xx	xx	xx	xx
i	Approx. 300 TB Usable Capacity in RAID 10 (2D+2P), Hot spares	Approx. 15TB NVMe SSD Drives					50	xx	xx	xx	xx
ii	Approx. 116 TB Usable Capacity in RAID 10 (2D+2P), Hot spares	Approx. 30TB NVMe SSD Drives					8	xx	xx	xx	xx
2	SAN Cabling						xx	xx	xx	xx	xx
3	Any other (Please specify)	Bidder has to provision all kinds of cables (Power , Data etc) , connectors, Software, Licenses and other accessories to successfully complete the project in Phase II					xx	xx	xx	xx	xx
	<b>Total (C)</b>										<b>xx</b>
	<b>Disaster Recovery Centre (DRC)</b>										
	<b>Phase 1- as per timelines stated in the RFP</b>										

1	Storage Array with minimum 12 Controllers and 1 Rack	192x 32Gbps Front end ports, OEM Rack, Power type-1 Phase Backend Encryption, Software Package (One centralized instance of Ops Centre, In-system Replication Shadow Image unlimited at DC) , Disk Retention Option (DRO), (Protocol Licenses , Replication Licenses, Clone, snapshot, Configuration, monitoring and management software) licenses as per requirement 3 years warranty Workload Profile -70:30 Read write Ratio; Block size 8 KB; 100% Random Workload		1	xx	xx				xx	xx
i	Approx. 323 TB usable capacity Using 15 TB NVMe, in RAID 10 (2D+2D), Hot spares	15TB NVMe SSD Drives,		50	xx	xx				xx	xx
ii	Approx. 574 TB usable capacity Using 15 TB NVMe, in RAID 5 (7D+1P) , Hot spares	15TB NVMe SSD Drives,		50	xx	xx				xx	xx
iii	Approx. 1149 TB usable capacity Using 30 TB NVMe, in RAID 5	30TB NVMe SSD Drives		50	xx	xx				xx	xx

	(7D+1P), Hot spares										
2	SAN Switches Chassis with port side intake	RPS, (Port Licenses, Enterprise licenses, Trunking licenses, Configuration, monitoring and management software) licenses as per requirement fabric manager, 3 years warranty		2	xx	xx				xx	xx
i	Line Card Modules	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP		8	xx	xx				xx	xx
ii	RACK	800*1000/1200 mm with Fan, Dual PDU for Switch and Cable Installation		2	xx	xx				xx	xx
3	SAN Cabling	As per requirement		xx	xx	xx				xx	xx
4	Any other (Please specify)	Bidder has to provision all kinds of cables (Power , Data etc) , connectors, Software, Licenses and other accessories to complete the project in Phase II		xx	xx	xx				xx	xx
	<b>Total (D)</b>										<b>xx</b>
	<b>Phase 2 - as per timelines stated in RFP</b>										
1	Storage Array Augmentation, Approx. 2299 TB usable capacity in RAID 5 (7D+1P) , Hot spares with 3	30TB NVMe SSD Drives,					100	xx	xx	xx	xx

	years Warranty										
2	SAN Switch Expansion	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP					6	xx	xx	xx	xx
	<b>Total (E)</b>										<b>xx</b>
	<b>Grand Total (A+B+C+D+E)</b>										<b>xx</b>

**Note - 1. Price of all the Line Items should be mentioned individually.**

**2. All Unit Prices of same components should be same. (e.g. Unit Price of 15/30TB NVMe Disk at different line items should be same. Unit Price of Switch Line cards at different line items should be same.)**

**3. The Unit Price will be used for Price calculation to incorporating Repeat Order Clause of the RFP.**

### Installation, Implementation & Data Migration Cost

SL NO		Description	Quantity	Rate (INR)	Total Amount (INR)	GST	Grand Total (INR)
<b>Data Centre (DC)</b>							
1	Phase 1- Installation, Implementation & Data Migration Cost		XX	XX	XX	XX	XX
2	Phase 2- Installation, Implementation & Data Migration Cost		XX	XX	XX	XX	XX
3	Database OEM		XX	XX	XX	XX	XX
4	Benchmark Cost		XX	XX	XX	XX	XX
5	Any other (Please specify)		XX	XX	XX	XX	XX
	<b>Total (A)</b>						<b>XX</b>
<b>Disaster Recovery Centre (DRC)</b>							
1	Phase 1- Installation, Implementation & Data Migration Cost		XX	XX	XX	XX	XX
2	Phase 2- Installation, Implementation & Data Migration Cost		XX	XX	XX	XX	XX
3	Database OEM		XX	XX	XX	XX	XX
4	Any other (Please specify)		XX	XX	XX	XX	XX
	<b>Total (B)</b>						<b>XX</b>
<b>Near Site Environment (NS)</b>							
1	Phase 2- Installation, Implementation & Data Migration Cost		XX	XX	XX	XX	XX
2	Any other (Please specify)		XX	XX	XX	XX	XX
	<b>Total (C)</b>						<b>XX</b>
	<b>Grand Total (A+B+C)</b>						<b>XX</b>

## **HARDWARE AMC COST**

<b>HARDWARE AMC COST</b>			<b>YEAR 4</b>			<b>YEAR 5</b>			<b>GST</b>	<b>Grand Total (INR)</b>
<b>Sl. NO</b>	<b>NOTE: The Hardware costing should be inclusive of OS</b>	<b>Description</b>	<b>Quantity</b>	<b>Rate (INR)</b>	<b>Total Amount (INR)</b>	<b>Quantity</b>	<b>Rate (INR)</b>	<b>Total Amount (INR)</b>		
	<b>Data Centre (DC)</b>									
	Phase 1- as per timelines stated in the RFP									
1	Storage Array with minimum 12 Controllers and 1 Rack	192x 32Gbps Front end ports, OEM Rack, Power type-1 Phase Backend Encryption, Software Package (One centralized instance of Ops Centre, In-system Replication Shadow Image unlimited at DC) , Disk Retention Option (DRO), (Protocol Licenses , Replication Licenses, Clone, snapshot, Configuration, monitoring and management software) licenses as per requirement 3 years warranty Workload Profile -70:30 Read write Ratio; Block size 8 KB; 100% Random Workload	1	xx	xx	1	xx	xx	xx	xx
i	Approx. 323 TB usable capacity Using 15 TB NVMe, in RAID 10 (2D+2D), Hot spares	15TB NVMe SSD Drives,	50	xx	xx	50	xx	xx	xx	xx
ii	Approx. 574 TB usable capacity Using 15 TB NVMe, in RAID 5 (7D+1P) , Hot spares	15TB NVMe SSD Drives,	50	xx	xx	50	xx	xx	xx	xx

iii	Approx. 1149 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P), Hot spares	30TB NVMe SSD Drives	50	xx	xx	50	xx	xx	xx	xx
2	SAN Switches Chassis with port side intake	RPS, (Port Licenses, Enterprise licenses, Trunking licenses, Configuration, monitoring and management software) licenses as per requirement fabric manager, 3 years warranty	2	xx	xx	2	xx	xx	xx	xx
i	Line Card Modules	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP	8	xx	xx	8	xx	xx	xx	xx
ii	LW SFP	32Gbps LW SFP	8	xx	xx	8	xx	xx	xx	xx
3	Any other (Please specify)	Bidder has to provision all kinds of cables (Power , Data etc) , connectors, Software, Licenses and other accessories to complete the project in Phase II								
<b>Total (A)</b>										<b>XX</b>
<b>Phase 2 - as per timelines stated in RFP</b>										
1	Storage Array Augmentation, Approx. 2299 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P) , Hot spares with 3 years Warranty	30TB NVMe SSD Drives,	100	xx	xx	100	xx	xx	xx	xx
2	SAN Switch Expansion	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP	6	xx	xx	6	xx	xx	xx	xx

	<b>Total (B)</b>									<b>XX</b>
	<b>Near Site Environment (NS)</b>									
	<b>Phase 2 - as per timelines stated in RFP</b>									
1	Storage Array with minimum 4 Controllers and 1 Rack	Remote Replication True Copy, (Protocol Licenses , Replication Licenses, Clone, snapshot, Configuration, monitoring and management software) licenses as per requirement 3 years warranty	1	xx	xx	1	xx	xx	xx	xx
i	300 TB Usable Capacity in RAID 10 (2D+2P), Hot spares	Approx. 15TB NVMe SSD Drives	50	xx	xx	50	xx	xx	xx	xx
ii	Approx. 116 TB Usable Capacity in RAID 10 (2D+2P), Hot spares	Approx. 30TB NVMe SSD Drives	8	xx	xx	8	xx	xx	xx	xx
2	Any other (Please specify)	Bidder has to provision all kinds of cables (Power , Data etc) , connectors, Software, Licenses and other accessories to successfully complete the project in Phase II								
	<b>Total (C)</b>									<b>XX</b>
	<b>Disaster Recovery Centre (DRC)</b>									
	Phase 1- as per timelines stated in the RFP									

1	Storage Array with minimum 12 Controllers and 1 Rack	192x 32Gbps Front end ports, OEM Rack, Power type-1 Phase Backend Encryption, Software Package (One centralized instance of Ops Centre, In-system Replication Shadow Image unlimited at DC) , Disk Retention Option (DRO), (Protocol Licenses , Replication Licenses, Clone, snapshot, Configuration, monitoring and management software) licenses as per requirement 3 years warranty Workload Profile -70:30 Read write Ratio; Block size 8 KB; 100% Random Workload	1	xx	xx	1	xx	xx	xx	xx
i	Approx. 323 TB usable capacity Using 15 TB NVMe, in RAID 10 (2D+2D), Hot spares	15TB NVMe SSD Drives,	50	xx	xx	50	xx	xx	xx	xx
ii	Approx. 574 TB usable capacity Using 15 TB NVMe, in RAID 5 (7D+1P) , Hot spares	15TB NVMe SSD Drives,	50	xx	xx	50	xx	xx	xx	xx
iii	Approx. 1149 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P), Hot spares	30TB NVMe SSD Drives	50	xx	xx	50	xx	xx	xx	xx
2	SAN Switches Chassis with port side intake	RPS, (Port Licenses, Enterprise licenses, Trunking licenses, Configuration, monitoring and management software) licenses as per requirement fabric manager, 3 years warranty	2	xx	xx	2	xx	xx	xx	xx

i	Line Card Modules	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP	8	xx	xx	8	xx	xx	xx	xx
3	Any other (Please specify)	Bidder has to provision all kinds of cables (Power , Data etc) , connectors, Software, Licenses and other accessories to complete the project in Phase II								
	<b>Total (D)</b>									<b>XX</b>
	<b>Phase 2 - as per timelines stated in RFP</b>									
1	Storage Array Augmentation, Approx. 2299 TB usable capacity in RAID 5 (7D+1P) , Hot spares with 3 years Warranty	30TB NVMe SSD Drives,	100	xx	xx	100	xx	xx	xx	xx
2	SAN Switch Expansion	32Gbps Line Card Modules with 48 Ports in each SAN switch with fully loaded 32 Gb SFP	6	xx	xx	6	xx	xx	xx	xx
	<b>Total (E)</b>									<b>XX</b>
	<b>Grand Total (A+B+C+D+E)</b>									<b>XX</b>

### OEM FMS COST

OEM FMS			Year -1		Year -2		Year -3		Year -4		Year -5		Total Cost (INR)	GST	Grand Total (INR)
	Resources	No. of Resources (a)	Unit Rate (b)	Cost = (a x b)	Unit Rate (b)	Cost = (a x b)	Unit Rate (b)	Cost = (a x b)	Unit Rate (b)	Cost = (a x b)	Unit Rate (b)	Cost = (a x b)			
1	STORAGE L3 Support HITACHI VANTARA	1	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx
Total															XX

Note : FMS will start from the Date of Commissioning and acceptance of the Solution by Bank.

### **BUYBACK COST**

BUY-BACK							
S. No.	Item	Description	Quantity	Rate (INR)	Total Amount (INR)	GST	Grand Total (INR)
1	G1500 STORAGE	at DC	1	xx	xx	xx	xx
2	G1500 STORAGE	at DR	1	xx	xx	xx	xx
3	G1500 STORAGE	at Near Site	1	xx	xx	xx	xx
4	VSP9000 STORAGE	at Near Site	1	xx	xx	xx	xx
5	OTHER ITEMS	Old SAN Parts, Server parts	LUMPSUM	xx	xx	xx	xx
	<b>Total</b>						<b>xx</b>

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
1	11	Clause 10	Eligibility Criteria Bidders Compliance At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services	Below modifications suggested:  10. At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services <b>that would materially impact the Bidder's or OEM's ability to provide the proposed goods/services.</b>	No Change
2	12	Clause 3, 4	Bid Security PBG	Request to be reduced to 2%	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
3	64	Clause 23	<p>Order Cancellation</p> <p>Bank reserves the right to cancel the contract placed on the service provider and recover expenditure incurred by the Bank under the following circumstances. If the service provider commits a breach of any of the terms and conditions of the bid, or if the service provider goes into liquidation, voluntarily or otherwise, the Bank reserves the right to cancel the contract. Additionally, if an attachment is levied or continues to be levied for a period of seven days upon the effects of the bid, the Bank may take appropriate action. If the service provider fails to complete the assignment as per the timelines prescribed in the RFP and any extension allowed, it will be considered a breach of contract, and the Bank reserves its right to cancel the order in the event of delay and forfeit the bid security/performance Bank guarantee as liquidated damages for the delay. If deductions on account of liquidated damages exceed more than 10% of the total contract price, the Bank reserves the right to cancel the contract.</p> <p>After the award of the contract, if the service provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to</p>	<p>Below modifications suggested</p> <p>Bank <b>and the service provider</b> reserves the right to cancel the contract <del>placed on the service provider</del> and recover expenditure incurred <del>by the Bank</del> under the following circumstances. If the <b>bank or</b> service provider commits a <b>material</b> breach of any of the terms and conditions of the bid. <b>The breaching party shall have a period of thirty (30) days from the receipt of such notice to cure the said material breach. If the material breach remains uncured after this thirty (30) day period, the non-breaching party reserves the right to terminate this Contract by providing an additional fifteen (15) days' written notice.</b>, or if the service provider goes into liquidation, voluntarily or otherwise, the Bank reserves the right to cancel the contract. Additionally, if an attachment is levied or continues to be levied for a period of seven days upon the effects of the bid, the Bank may take appropriate action. If the service provider fails to complete the assignment as per the timelines prescribed in the RFP and any extension allowed, it will be considered a breach of contract, and the Bank reserves its right to cancel the order in the event of delay and forfeit the bid security/performance Bank guarantee as liquidated damages for the delay. If deductions on account of liquidated damages exceed more than 10% of the total contract price, the Bank reserves the right to cancel the contract.</p> <p>After the award of the contract, if the service provider 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's notice for the same. In this event, the service provider is bound to make good the additional expenditure that the Bank may have to</p>	No Change

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
4	65	Clause 24	<p>Indemnity</p> <p>1) The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <p>i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</p> <p>ii. Relating to or resulting directly from infringement of any third party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.</p> <p>iii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or</p> <p>iv. Claims made by employees or</p>	<p>Below modifications suggested:</p> <p>The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all <b>actual, direct and proven</b> losses, liabilities, claims, actions, costs and expenses (including <b>reasonable</b> attorney's fees) relating to, resulting directly <del>or indirectly</del> from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <p><del>i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</del></p> <p>ii. Relating to or resulting directly from infringement of any third party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.</p> <p>iii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP <del>or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or</del></p> <p><del>iv. Claims made by employees or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or</del></p> <p>v. Breach of any <del>of the term of this RFP or breach of</del> <b>age 188 of 277</b> any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP <del>or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</del></p>	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
5	68	Clause 25	Confidential & Non-Disclosure	<b>Below clause to be added:</b> The obligations contained in this Clause shall apply mutatis mutandis to Bank to the extent of any CMS IT's Confidential Information being disclosed to the bank	No Change
6	68	Clause 26	Force Majeure 1) The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, as a result of force majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, including but not limited to, due to or as a result of or caused by acts of God, wars, epidemic/pandemic, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.	Below modifications suggested: The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, as a result of force majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, including but not limited to, due to or as a result of or caused by acts of God, wars, epidemic/pandemic, insurrections, riots, earth quake, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation	No Change

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
7	71	Clause 32	The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.	<p>Clause to be deleted Below clause to added:</p> <p><b>Notwithstanding anything said elsewhere,</b>  <b>1. In no event shall Bidder be liable to the bank or any third party for a monetary amount collectively and in aggregate greater than the total amounts for the immediately preceding six (6) months received by bidder for the Services under a particular SOW under which the liability principally arises.</b></p> <p><b>2. Neither Party shall be liable to the other Party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that party was aware of the possibility of that loss or damage arising.</b></p> <p><b>The limitations set forth in this section shall apply even if any other remedies fail of their essential purpose and such limitation shall be considered cumulatively and not per incident. The existence of claims or suits will not enlarge or extend the limit.</b></p>	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
8	75	Clause 39	Termination for default In case the contract is terminated then all undisputed payment for the services delivered till the date of termination will be given to successful bidder, but disputed payment shall be discussed and will be paid once the dispute is resolved.	Below modifications suggested: In case the contract is terminated then all undisputed payment for the services delivered till the date of termination will be given to successful bidder, but disputed payment shall be discussed and will be paid once the dispute is resolved. <b>the Parties shall resolve the dispute/discrepancy within 15 days in good faith from the date of notifying the dispute/discrepancy.</b>  <b>Either Party may terminate this Agreement for its convenience, without cause, at any time during the Duration by delivering no less than ninety (90) days prior written notice of such termination to the other Party.</b>	No Change
9	79	Clause 43	Violation of Terms	<b>To be deleted</b>	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
10	80	Clause 47	Any provision or covenant of the RFP, which expressly, or by its nature, imposes obligations on successful bidder shall so survive beyond the expiration, or termination of this Agreement The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.	<p>Clause to be deleted</p> <p>Below clause to be added: Notwithstanding any termination,the confidential obligations under this Agreement are continuing and, in particular, shall survive for the period of 1 year from the date of termination/ expiration of this Agreement. However, trade secrets shall be retained as confidential by the Parties until they are trade secrets under applicable law. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.</p>	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
11	107	Section 11 NDA	Indemnity	<p><b>To be deleted</b></p> <p>Below clause to be added: Notwithstanding any termination,the confidential obligations under this Agreement are continuing and, in particular, shall survive for the period of 1 year from the date of termination/ expiration of this Agreement. However, trade secrets shall be retained as confidential by the Parties until they are trade secrets under applicable law.</p>	No new addition. Please be guided by the RFP Clause.
12			Clause to be added	<p><b>Non Solicitation:</b> Neither party shall solicit/induce/entice away or endeavour to solicit/induce/entice away an employee of the other party who is directly involved for 2 years after such resource has ceased to be engaged for performance of services pursuant to proposal and this RFP. Notwithstanding the foregoing, either party may hire (a) personnel who independently responds to indirect solicitation (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting the personnel of the other party and (b) personnel who have separated or have been separated from the services of a party for at least a period of 1 (One) year.</p>	No new addition. Please be guided by the RFP Clause.

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
13			<b>Clause to be added</b>	In the event of delay in installation or commissioning of equipment supplied by the Service Provider, or delay in submission of documents required under the RFP / Agreement / PO, or delay in issuance of the acceptance certificates by the Client, due to reasons beyond the reasonable control of the Service Provider, including but not limited to site not being ready, or force majeure situations, government orders and notifications, government ordered lockdown, epidemics and pandemics etc., the Client shall make immediate payment and not withhold payment of fees for the Products supplied and / or services already rendered, on this account. In such cases the Service Provider shall raise the invoice to the extent of the value of goods delivered and/or quantum of work performed and the Client shall make payment thereof. Further, it shall be the obligation of the Service Provider to perform all the unperformed / partially performed work and submit all the necessary documents in terms of the RFP / Agreement / PO as soon as practicably possible upon normalization of the situation	No new addition. Please be guided by the RFP Clause.

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
14	163	10 Liquidated Damage	The Liquidated Damages (LD) shall be 1% of amount for services including delivery and installation or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.	<b>Request revision of this clause:</b> The Liquidated Damages (LD) shall be <b>0.2% 1%</b> of amount for services including delivery and installation or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at <b>5% 10%</b> of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.	No Change
15	48	10 Liquidated Damage	In this context Bank may exercise both the rights simultaneously or severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard. In case delay is attributable to Bank, proper evidence should be produced by Bidder.	<b>Request revision of this clause:</b> <del>In this context Bank may exercise both the rights simultaneously or severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard.</del> In case delay is attributable to Bank, proper evidence should be produced by Bidder.	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
16	57	SERVICE LEVELS DURING IMPLEMENTATION PHASE	Penalty would be levied for delivery, installation, and implementation delays for storage solution and shall be a maximum of 10% of the total cost of that solution from the finalized bidder for the bank.	<b>Request revision of this clause:</b> Penalty would be levied for delivery, installation, and implementation delays for storage solution and shall be a maximum of <b>5% 10%</b> of the total cost of that solution from the finalized bidder for the bank.	No Change
17	64	23 Order Cancellation	Bank reserves the right to cancel the contract placed on the service provider and recover expenditure incurred by the Bank under the following circumstances. If the service provider commits a breach of any of the terms and conditions of the bid, or if the service provider goes into liquidation, voluntarily or otherwise, the Bank reserves the right to cancel the contract.	<b>Request revision of this clause:</b> Bank reserves the right to cancel the contract <b>by providing 30 days written notice</b> placed on the service provider and recover expenditure incurred by the Bank under the following circumstances. If the service provider commits a <b>material</b> breach of any of the terms and conditions of the bid, or if the service provider goes into liquidation, voluntarily or otherwise, the Bank reserves the right to cancel the contract.	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
18	64	23 Order Cancellation	After the award of the contract, if the service provider 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's notice for the same. In this event, the service provider is bound to make good the additional expenditure that the Bank may have to incur in executing the balance contract. This clause is applicable if, for any reason, the contract is cancelled. The Bank reserves the right to recover any dues payable by the service provider from any amount outstanding to the credit of the service provider, including pending bills and/or invoking the Bank guarantee under this contract.	<b>Request revision of this clause:</b> <del>After the award of the contract, if the service provider 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's notice for the same. In this event, the service provider is bound to make good the additional expenditure that the Bank may have to incur in executing the balance contract. This clause is applicable if, for any reason, the contract is cancelled. The Bank reserves the right to recover any dues payable by the service provider from any amount outstanding to the credit of the service provider, including pending bills and/or invoking the Bank guarantee under this contract.</del>	No Change

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
19	65	24 Indemnity	<p>1) The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <p>i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</p> <p>iii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or</p> <p>v. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</p> <p>vii. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</p>	<p><b>Request revision of this clause:</b></p> <p>1) The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, <del>harmless</del> from and against any and all <b>third party</b> losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly <del>or indirectly</del> from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <p><del>i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</del></p> <p>iii. Any <b>grossly negligent</b> act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, <del>any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or</del></p> <p><del>v. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</del></p> <p><del>vii. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</del></p>	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
20	71	32 Bidder's Liability	The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided.	<b>Suggest revision of this clause:</b> The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) <del>or breach of confidentiality obligations</del> shall be unlimited. In no event shall <b>either Party</b> <del>the Bank</del> be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided.	No Change
21	76	39.3 Termination- Key Terms & Conditions	Either Party reserves the right to terminate the agreement with the other party at any time by giving 30 (thirty) days prior written notice to the other party.	<b>Request revision of this clause:</b> Either Party reserves the right to terminate the agreement with the other party at any time by giving <b>60 30 (sixtythirty)</b> days prior written notice to the other party.	No Change

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
22	61	20.1.5 Liquidated damages for SLA Default	If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the of the order value of the product and or services cost per week or part thereof until actual delivery or performance, (above 3 days will be treated as a week); and the maximum deduction is 10% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.	<b>Request revision of this clause:</b> If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to <b>0.2%</b> <del>1%</del> of the of the order value of the <b>defaulted</b> product and or services cost per week or part thereof until actual delivery or performance, (above 3 days will be treated as a week); and the maximum deduction is <b>5%</b> <del>10%</del> of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.	No Change

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
23	103	Section 11-FALL CLAUSE	11.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying same/exact product/systems or subsystems/services (i.e. same scope, deliverables, timelines, SLAs & pricing terms) at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the	<b>Request revision of this clause:</b> <del>11.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying same/exact product/systems or subsystems/services (i.e. same scope, deliverables, timelines, SLAs &amp; pricing terms) at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.</del>	No Change

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl N o.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
			BIDDER/SELLER/CONTRACTOR/S ERVICE PROVIDER to the BUYER, if the contract has already been concluded.		

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl N o.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
24	62	Storage maintenance:	In case of temporary substitute equipment installation, the temporary substitute equipment should be replaced by the original equipment duly repaired or replaced with similar equipment of same capacity or higher capacity, failing which a penalty of 0.5% per day of the item cost will be imposed for the number of days the device is down subject to a maximum of 10% of the equipment cost.	<b>Request revision of this clause:</b> In case of temporary substitute equipment installation, the temporary substitute equipment should be replaced by the original equipment duly repaired or replaced with similar equipment of same capacity or higher capacity, failing which a penalty of 0.25% per <b>week day</b> of the <b>delayed/defaulted</b> item cost will be imposed for the number of days the device is down subject to a maximum of <b>5%-10%</b> of the equipment cost.	No Change
25	39	26. Right to Use Defective Product	v. Response Time Maximum: o If Response time < =4 Hrs then no penalty o If Response time > 4 Hrs but <=8 hrs then 2% of Monthly Contract Value of solution if it is under warranty else 2% of monthly AMC cost of solution for each disruption. o If Response time > 8 Hrs but <=24 hrs then 5% of Monthly Contract Value of solution if it is under warranty else 5% of monthly AMC cost of solution for each disruption. o If Response time > 24 Hrs then 10% of Monthly Contract Value of Solution if it is under warranty else 10% of	Please ammend the clause as below  v. Response Time Maximum: o If Response time < =4 Hrs then no penalty o If Response time > 4 Hrs but <=8 hrs then <b>1%</b> of Monthly Contract Value of solution if it is under warranty else <b>1%</b> of monthly AMC cost of solution for each disruption. o If Response time > 8 Hrs but <=24 hrs then <b>2%</b> of Monthly Contract Value of solution if it is under warranty else <b>2%</b> of monthly AMC cost of solution for each disruption. o If Response time > 24 Hrs then <b>3%</b> of Monthly Contract Value of Solution if it is under warranty else <b>3%</b> of monthly AMC cost of solution for each disruption.	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
			monthly AMC cost of solution for each disruption.		
26	48	10 Liquidated Damage	The Liquidated Damages (LD) shall be 1% of amount for services including delivery and installation or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value.	<p>Please ammend the clause as below</p> <p>The Liquidated Damages (LD) shall be 1% of amount for services including delivery and installation or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 5% of the contract value.</p>	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
27	57	SERVICE LEVELS DURING IMPLEMENTATION PHASE	<p>a) The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section - Project timelines.</p> <p>Penalty would be levied for delivery, installation, and implementation delays for storage solution and shall be a maximum of 10% of the total cost of that solution from the finalized bidder for the bank</p>	<p>Please ammend the clause as below</p> <p>a) The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section - Project timelines.</p> <p>Penalty would be levied for delivery, installation, and implementation delays for storage solution and shall be a maximum of <b>5%</b> of the total cost of that solution from the finalized bidder for the bank</p>	No Change
28	61	22 Insurance	The period of insurance shall remain in effect until the supplied components are accepted by the Bank, and the rights to the property are transferred to the Bank at its premises.	Please clarify period of insurance	The period of insurance provided by Successful Bidder will be till the System is installed and commissioning acceptance by the Bank

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
29	10	2. Eligibility Criteria	The bidder must have an annual average turnover in India of INR 100 Crores per annum in the last three financial years (i.e. 2021-22, 2022-23, 2023-24)	In case, the bidding company/firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process.	In the event that the bidding company or firm has been hived off or formed as a result of a demerger from another entity, the experience, technical qualifications, and eligibility criteria required under this RFP may be considered as those of the demerged (original) company, provided that: 1. The demerged company does not participate in the same RFP process independently 2. The bidder furnishes documentary evidence clearly establishing the demerger, including: i. "Legal proof of the demerger (court orders, government approvals, etc.)" ii. "A statement or affidavit confirming that the relevant experience, resources, or teams have transitioned to the bidding entity and an undertaking that as per the

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
					<p>Demerger Agreement between both the companies there is no restraint on the use of the above by the bidding company"</p> <p>iii. "Confirmation that the demerged company shall not submit a separate bid under this RFP"</p>

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
30	8	Bid Security (EMD)	₹2,00,00,000/- (Rupees Two Crore Only) in the form of Bank Guarantee issued by a Scheduled Bank other than Central Bank of India for the entire period of Bid validity (120 days) plus 3 months or by means of Banker's Cheque / Account Payee Demand Draft /RTGS/NEFT in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no GEM/2025/B/6295675 in favor of "Central Bank Of India" and payable at Mumbai.	We request bank to consider EMD amount 1,00,00,000/-	No Change
31	48	10 Liquidated Damage	The Liquidated Damages (LD) shall be 1% of amount for services including delivery and installation or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value.	We request bank to modify this by The Liquidated Damages (LD) shall be .5% of amount for services including delivery and installation or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 5% of the contract value.	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
32	72		To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Bidder hereby grants to Bank a non-	Request to modify -To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Bidder hereby grants to Bank a non-exclusive, perpetual / subscription , royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder.”	No Change
33	73		Right to terminate	Bidder should be provided right to terminate	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
34	69	Point 31	The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.	May Please be ammended : The Bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the amounts paid (if recurring charges, up to 12 months charges apply) for the product that is the subject of the claim. value of the contract. The Bidders liability in case of third party claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from Bidder product acquired under the tender infringing infringement of patents, trademarks, or copyrights (if any) or breach of confidentiality obligations shall be unlimited. To obtain Bidder's defense against and payment of infringement claims, Bank must promptly: i) notify Bidder in writing of the claim; ii) supply information requested by Bidder; and iii) allow Bidder to control, and reasonably cooperate in, the defense and settlement, including mitigation efforts. In no event shall the Bidder Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided.	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
35	54		<p>20. Service Levels during implementation phase</p> <p>a) Penalty would be levied for delivery, installation, and implementation delays for in-Scope components (such as product, ATS, Implementation, etc. part of this RFP) and shall be a maximum of 10% of the total cost of that solution from the finalized bidder for the Bank.</p>	<p>a) Penalty would be levied for delivery, installation, and implementation delays for in-Scope components (such as product, ATS, Implementation, etc. part of this RFP) and shall be a maximum of 10% of the total cost of that solution from the finalized bidder for the Bank.</p> <p>Notwithstanding anything contained in this Agreement the maximum aggregate penalty including LD shall not exceed five (5) percent of the value of the delayed or undelivered services and can be levied for reasons that are solely attributable to the Bidder.</p>	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
36	48		<p>10 Liquidated Damage</p> <p>Penalty: The successful bidder shall agree to the penalties structure in accordance with the following: The Liquidated Damages (LD) shall be 1% of amount for services including delivery and installation or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.</p>	<p>Penalty: The successful bidder shall agree to the penalties structure in accordance with the following: The Liquidated Damages (LD) shall be 1% of amount for services including delivery and installation or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.</p> <p>Notwithstanding anything contained in this Agreement the maximum aggregate penalty including LD shall not exceed five (5) percent of the value of the delayed or undelivered services and can be levied for reasons that are solely attributable to the Bidder.</p>	No Change

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Sl N o.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
37	56		19 General Terms  Fixed Price The commercial offer shall be on a fixed price basis, inclusive of all taxes and levies. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted. The bidder shall pay any other applicable Taxes being applicable after placement of order, during currency of the project only.	Fixed Price The commercial offer shall be on a fixed price basis, <b>exclusive</b> of all taxes and levies. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted. The bidder shall pay any other applicable Taxes being applicable after placement of order, during currency of the project only.	No Change
38	65	24. INDEMNITY	i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or	<del>i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</del>	No Change
39	65	24. INDEMNITY	iii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or	<del>iii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or</del>	No Change

Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)					
Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
40	65	24. INDEMNITY	v. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or	<del>v. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</del>	No Change
41	65	24. INDEMNITY	vii. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or	<del>vii. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</del>	No Change
42	65	24. INDEMNITY	viii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.	<del>viii. Negligence or gross</del> willful misconduct attributable to the Bidder or its employees, agent or sub-contractors.	No Change
43	65	24. INDEMNITY	3) The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.	3) The Bidder shall compensate the Bank for <b>any direct loss suffered by the Bank</b> , if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
44	71	32. BIDDER'S LIABILITY	The bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The successful bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the successful bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The successful bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.	The bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The successful bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the successful bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the <b>either party be liable</b> for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The successful bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.	No Change

RFP for Augmentation of Storage and SAN Switch at  
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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
45	73	38. INTELLECTUAL PROPERTY RIGHTS	<p>The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Bidder as part of this Project.</p>	<p>The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Bidder shall at <u>its option and at no further expense, charge, fees or costs to the Bank</u>, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product <u>and if this does not work refund the prorated license fee</u>. All third party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Bidder as part of this Project.</p>	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
46	75	39. TERMINATION	39. TERMINATION 39.1 Termination for Default	<p><u>38. TERMINATION</u> <u>38.1 Termination for Default</u></p> <p><u>Termination in case of default and non payment of fees:</u></p> <p><u>Bidder may terminate this Agreement for cause if BANK materially breaches this Agreement, provided Bidder gives BANK notice of such breach and it remains uncured after 30 days following notice.</u> <u>If any amount due and payable by BANK under the Agreement is more than 30 days overdue; and there is no dispute between BANK and Bidder in relation to that amount, Bidder may issue to BANK a notice that payment is overdue. If BANK fails to pay Bidder within 7 days after the date of such notice, Bidder may by a further notice to BANK terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.</u></p>	No Change

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
47	77	41 Governing Law and Jurisdiction	<p>41 Governing Law and Jurisdiction</p> <p>The provisions of this RFP and subsequent Agreement shall be governed by the laws of India. The disputes, if any, arising out of this RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.</p> <p>Statutory and Regulatory Requirements</p> <p>The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / ATS Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the</p>	<p>41 Governing Law and Jurisdiction</p> <p>The provisions of this RFP and subsequent Agreement shall be governed by the laws of India. The disputes, if any, arising out of this RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.</p> <p>Statutory and Regulatory Requirements</p> <p>The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / ATS Bidder should comply with all requirements including any or all reports <del>without at any</del> additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at <del>an</del> extra cost to the Bank during the tenure of the contract.</p>	No Change

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl N o.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
			bidder under change management at no extra cost to the Bank during the tenure of the contract.		

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
48	88		<p>Annexure 1: Conformity Letter</p> <p>Date To, General Manager (IT), Central Bank of India, DIT, Sector 11, CBD Belapur, Navi Mumbai – 400614 Sir, Sub: Tender No. GEM/2025/B/6170727 Further to our proposal dated _____, in response to the RFP document (hereinafter referred to as “RFP DOCUMENT”) issued by Central Bank of India (“Bank”) we hereby covenant, warrant and confirm as follows:</p> <p>We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank.</p> <p>The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally</p>	<p>Annexure 1: Conformity Letter</p> <p>Date To, General Manager (IT), Central Bank of India, DIT, Sector 11, CBD Belapur, Navi Mumbai – 400614 Sir, Sub: Tender No. GEM/2025/B/6170727 Further to our proposal dated _____, in response to the RFP document (hereinafter referred to as “RFP DOCUMENT”) issued by Central Bank of India (“Bank”) we hereby covenant, warrant and confirm as follows:</p> <p><u>Subject to deviations we</u> <del>We</del> hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank. <del>The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.</del></p>	No Change

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
49	91		<p>Annexure 4: Letter for Conformity of Product as per RFP</p> <p>Date To, General Manager (IT), Central Bank of India, DIT, Sector 11, CBD Belapur, Navi Mumbai – 400614 Sir, Sub: Tender No. GEM/2025/B/6170727 We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.</p> <p>We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.</p>	<p>Annexure 4: Letter for Conformity of Product as per RFP</p> <p>Date To, General Manager (IT), Central Bank of India, DIT, Sector 11, CBD Belapur, Navi Mumbai – 400614 Sir, Sub: Tender No. GEM/2025/B/6170727 We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a <u>mutually agreed</u> contract <del>in the prescribed form</del>. Unless and until a formal contract is prepared and executed, this bid, <u>bid proposal</u> together with your written acceptance thereof shall constitute a binding contract between us.</p> <p><del>We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.</del></p>	No Change

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
50	101		Annexure 9: Integrity Pact Section 5 – Previous Transgression (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process. (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.	Annexure 9: Integrity Pact Section 5 – Previous Transgression (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process. <del>(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.</del>	No Change
51	105		Annexure 10: Non-Disclosure Agreement 4. Term Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.	Annexure 10: Non-Disclosure Agreement 4. Term Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course <b>or for two years post termination whichever is early.</b>	No Change

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
52	107	Annexure 10: Non-Disclosure Agreement	11. Indemnity The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.	<del>The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.</del>	No Change

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
53	117		<p>ANNEXURE 18: COVER LETTER</p> <p>Date: To General Manager-IT DIT, Central Bank of India, Central Office, Sector 11, CBD Belapur, Mumbai - 400614</p> <p>Dear Sir/Madam,</p> <p>1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.</p> <p>2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.</p>	<p>ANNEXURE 18: COVER LETTER</p> <p>Date: To General Manager-IT DIT, Central Bank of India, Central Office, Sector 11, CBD Belapur, Mumbai - 400614</p> <p>Dear Sir/Madam,</p> <p>1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.</p> <p>2. If our Bid is accepted, we undertake <a href="#">subject to deviations</a> to abide by <del>all</del> terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.</p>	No Change

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
54	General		Execution Infrastructure	<p>The BANK will provide necessary and adequate infrastructure to enable Bidder to fulfill its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include:</p> <ul style="list-style-type: none"> <li>i. Office space;</li> <li>ii. Hardware and software;</li> <li>iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs;</li> <li>iv. Office stationery and consumable;</li> <li>v. Secretarial assistance, if necessary at site;</li> <li>vi. Telephone, e-mail and fax facilities at site;</li> <li>vii. Photocopying assistance;</li> <li>viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided).</li> </ul> <p>The above-mentioned infrastructure will be required for work to be carried out at the site of BANK during regular working hours. BANK shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.</p>	No new addition. Please be guided by the RFP Clause.

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
55	General		Co-ordination	BANK will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. BANK will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various BANK Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from BANK to take decisions and give timely approvals as per the need of the project.	No new addition. Please be guided by the RFP Clause.
56	General		Assistance	The BANK will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the BANK, before the service is undertaken by Bidder. Necessary and sufficient time will have to be spent by Users in BANK with Bidder personnel during this stage of the assignment.	No new addition. Please be guided by the RFP Clause.

<b>Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC &amp; Near Site, OEM Support Services. (Annexure –III)</b>					
<b>Sl No.</b>	<b>RFP Pg. no.</b>	<b>RFP Clause no.</b>	<b>Original RFP Clause</b>	<b>Query sought/Suggestions of the Bidder</b>	<b>Bank Response</b>
57	General		Methodology, Tools and Techniques	Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the BANK will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.	No new addition. Please be guided by the RFP Clause.
58	General		Deliverables	The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.	No new addition. Please be guided by the RFP Clause.

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl N o.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
59	General		Acceptance of Deliverables	<p>BANK will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal.</p> <p>The application software (if any) will be delivered/installed for acceptance to BANK as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BANK. BANK will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by BANK. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by BANK, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. BANK will confirm acceptance in writing to Bidder. The BANK shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by BANK if the BANK (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).</p> <p>Page 228 of 277</p> <p>Defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the BANK. Items reported as defects that are not deviations from the immediate previous accepted baseline will be</p>	No new addition. Please be guided by the RFP Clause.

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
60	General		Change Management Procedure	<p>A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the BANK to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the BANK for its approval within a reasonable time period. Bidder will incorporate the change after receiving the BANK's written approval. In case of delay in approval by the BANK, the baseline itself may undergo a change; this will mean a reassessment of the charges.</p> <p>Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the BANK. These will be evaluated jointly by the BANK and Bidder and will be provided by the BANK at no cost to Bidder.</p>	No new addition. Please be guided by the RFP Clause.

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
61	General		Payment of Invoices/Bills	<p>All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by BANK and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.</p> <p>All fees payable to Bidder are exclusive of any sales, use, value added tax, service , GST or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, BANK shall be responsible to pay or reimburse Bidder the amount of such taxes. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the BANK. Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of the BANK. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.</p>	No new addition. Please be guided by the RFP Clause.

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
62	General		Warranty	EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO BANK, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.	No new addition. Please be guided by the RFP Clause.
63	General		Additional Support and Services	In case the BANK requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.	No new addition. Please be guided by the RFP Clause.
64	General		Travel and Related Expenses	Should the assignment require any travel by any Bidder expert outside their respective base location(s), the BANK will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.	No new addition. Please be guided by the RFP Clause.

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
65	General		Cost Escalation	Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the BANK, non-availability of facilities at the BANK, increase in the scope of the agreed Change-Requirements or increase in the BANK's Implementation support requirements etc., Bidder will bring this to the attention of the BANK. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.	No new addition. Please be guided by the RFP Clause.
66	General		Non-employment	The BANK will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising herefrom	No new addition. Please be guided by the RFP Clause.

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
67	General		Notices	<p>All notices, requests, demands and other communications under this proposal or in connection herewith shall be given to or made upon the respective parties as follows –</p> <p>Bidder: Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai 400 001.</p> <p>With a copy to: General Counsel Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai 400 001.</p> <p>BANK: (pl. fill up the Address).</p> <p>or to such other person or addresses as any of the Parties shall have notified to the others.</p> <p>All notices, requests, demands and other communications given or made in accordance with the provisions of this proposal shall be in writing by letter, fax, email or telegram.</p>	No new addition. Please be guided by the RFP Clause.

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
68	General		Waiver	No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Proposal shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Proposal shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Proposal.	No new addition. Please be guided by the RFP Clause.
69	General		Assignment	Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party	No new addition. Please be guided by the RFP Clause.
70	General		Nonexclusively	Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.	No new addition. Please be guided by the RFP Clause.
71	General		Independent Relationship	This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.	No new addition. Please be guided by the RFP Clause.

Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)					
Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
72	General		Modification	This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.	No new addition. Please be guided by the RFP Clause.
73	General		Publicity	Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.	No new addition. Please be guided by the RFP Clause.
74	General		Entire Understanding	This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supercedes and cancels all previous negotiations thereof. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement	No new addition. Please be guided by the RFP Clause.
75	General		Survival	The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.	No new addition. Please be guided by the RFP Clause.
76		Annexure 26-	<b>Reverse Auction Process – Letter of Indemnity</b>	Either remove this or keep the same wordings as that of main RFP. Indemnity for reverse auction process is not required as its already covered indemnity section	No Change

Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)					
Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
77	11	2 Eligibility Criteria	Bidder should have experience of having supplied and implemented <b>OEM</b> Storage in at least one Scheduled Commercial Bank / BFSI /PSU in India in <b>last 5 years</b> having minimum <b>1000 Office/Branches in India.</b>	Bidder should have experience of having supplied and implemented <b>similar OEM</b> Storage in at least one Scheduled Commercial Bank / BFSI /PSU/ <b>Govt</b> in India in <b>last 5 years</b> having minimum <b>1000 Office/Branches in India.</b>	No Change
78	Page No 11,	Eligibility Criteria: Point 8	Bidder should have experience of having supplied and implemented OEM Storage in at least one Scheduled Commercial Bank / BFSI /PSU in India in last 5 years having minimum 1000 Office/Branches in India.	Bidder should have experience of having supplied and implemented OEM Storage in at least one Scheduled Commercial Bank / BFSI* / <b>Govt.</b> /PSU in India in last 7 years <b>(*BFSI must be an organization having minimum of 1000 branches/ offices in India )</b>	No Change
79	11	Eligibility Criteria :8	Bidder should have experience of having supplied and implemented OEM Storage in at least one Scheduled Commercial Bank / BFSI /PSU in India in last 5 years having minimum 1000 Office/Branches in India.	Kindly change clause as "Bidder should have experience of having supported OEM Storage in at least one Scheduled Commercial Bank / BFSI /PSU in India in last 5 years having minimum 1000 Office/Branches in India."	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
80	11	Clause 8	Eligibility Criteria	<p>Below modofications suggested:</p> <p>Bidder / <b>OEM</b> should have experience of having supplied and implemented OEM Storage in at least one Scheduled Commercial Bank / BFSI /PSU in India in last 5 years having minimum 1000 Office/Branches in India.</p> <p>Since all srevicees &amp; Installation is to be done by OEM, it should be ok of the clause is changed to OEM/ Bidder</p>	No Change
81	10	2 Eligibility Criteria	The bidder must have an annual average turnover in India of INR 200 Crores per annum in the last three financial years (i.e. 2021-22, 2022-23, 2023-24)	We request bank to modify an annual average turnover in India of INR 180 Crore in the last three financial years (i.e. 2021-22, 2022-23, 2023-24)	No Change
82	16	7.1.3	Term of the contract shall be for a period of 5 years from the day of installation acceptance and Commissioning of respective hardware, software and services by the Bank. Bank has the option for extending the AMC/ATS of the in scope components for additional 2 year after expiry of the contract at the same cost of 5th year AMC/ATS cost of this tender.	Extension of AMC / ATS beyond the term defined in the RFP cannot be on the same rate as the 5th year rate. The same should be mutually discussed & agreed upon.	No Change

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl N o.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
83	16	7.1.4	Bank reserves the right to issue a repeat order for any of the components or services at the same price subject to a maximum of 25% of ordered quantity within 60months from the date of Purchase Order at the same price provided INR-US\$ exchange rate does not vary by more than 10% as compared to INRUS\$ exchange rate as on the date of purchase order and above or below that price will be adjusted by the Bank as per change in exchange rate.	This clause is not acceptable - this has to be decided through mutual discussions.	Please be guided by the RFP Clause.
84	16	7.1.5	Over and above the Repeat Order quantity, Bank may Purchase additional NVMe Disk at the same price mentioned in Bill of Material quoted by the Bidder based on Mutual Agreement during the Contract Period.	This clause is not acceptable - this has to be decided through mutual discussions.	Please be guided by the RFP Clause.
85	17	7.1.8	Bank may procure products with required quantity (not limited to specific number) and may remove any solution at any stage, at its sole discretion, from in-scope proposed solutions that are part of this RFP.	Any additional requirement of products beyond the quantity mentioned in the RFP should be mutually discussed & agreed upon	Please be guided by the RFP Clause.

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Sl N o.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
86	35	16	All Software must come with 1 years of warranty and 4 years of AMC/ATS post completion of warranty period. There should be provision of extension of AMC/ATS for a further period up to 2 years at the 5th year cost.	Extension of AMC / ATS beyond the term defined in the RFP cannot be on the same rate as the 5th year rate. The same should be mutually discussed & agreed upon.	Please be guided by the RFP Clause.
87	36	3	Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to any changes under any circumstances during the contract period or period of deliverables under this contract whichever is later from the date of placing purchase order.	Price payable under the contract is subject to change, due to any new levy introduced by Central Govt/ State Govt or any increase in the rate of existing taxes. Also due to the fluctuations in the exchange rates.	Taxes will be paid on actuals
88	37	7.6.1.1	The scope of the services and maintenance is to be provided for a period of five (5) years from the date of acceptance of installation by the Bank (i.e. 1-year warranty followed by 4 years AMC/ATS post warranty for Software and 3-years warranty followed by 2 years AMC post warranty for Hardware.). After expiry of Five years, Bank has the option to extend AMC/ ATS for additional two years at the same cost of 5th year price.	Extension of AMC / ATS beyond the term defined in the RFP cannot be on the same rate as the 5th year rate. The same should be mutually discussed & agreed upon.	Please be guided by the RFP Clause.

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
89	38	7.6.1.7	Bank has the option for extending the AMC/ATS of the in scope components for additional 2 years after expiry of the contract at the same cost of 5th year AMC/ATS cost of this tender.	Extension of AMC / ATS beyond the term defined in the RFP cannot be on the same rate as the 5th year rate. The same should be mutually discussed & agreed upon.	Please be guided by the RFP Clause.
90	38	7.6.1.14	AMC contract can be extended at the discretion of the Bank at the same rates after the expiry of the contract period.	Extension of AMC contract beyond the term defined in the RFP cannot be on the same rate. The same should be mutually discussed & agreed upon.	Please be guided by the RFP Clause.
91	44	7.6.7	In event of absence of the OEM FM Engineer, after deducting pro rata charge for absence of resource, additional penalty of Rs. 2000/- per absent resource per day will be deducted. In case bidder provides alternate adequately qualified resource for absent resource of OEM, no penalty shall be deducted. The penalty will be restricted up to 25% of monthly FM Charges.	Penalty should be capped at 5% of monthly FM charges. The total cumulative penalty under this RFP should be capped at 5% of the Contract Value.	No Change

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Sl N o.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
92	48	10	The Liquidated Damages (LD) shall be 1% of amount for services including delivery and installation or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value.	Bidder requests that the total LD under this contract should be capped at 5% of the Total Contract Value. Bidder requests that the total LD and all Penalties under this contract should be capped at 5% of the Total Contract Value	No Change
93	55	19	Hardware Delivery and Installation Storage VSP 5600 SAN Switch	Payment for Hardware should be made 100% in advance upon delivery with 30 days credit.	No Change
94	55	19	Hardware – AMC	Payment for Hardware AMC should be made annually in advance with 30 days credit.	No Change
95	55	19	FM Services (Bidder/OEM)	Payment for FM services (bidder/OEM) should be paid quarterly in advance with 30 days credit.	No Change
96	56	19	Hardware Delivery and Installation Storage VSP 5600 SAN Switch	Payment for Hardware should be made 100% in advance upon delivery with 30 days credit.	No Change
97	56	Fixed Price	The commercial offer shall be on a fixed price basis, inclusive of all taxes and levies.	Bidder requests that commercial offer should be EXCLUSIVE of taxes. Taxes should be at charged at actuals at the time of invoicing.	Taxes will be paid on actuals

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
98	General		Reimbursement of Tax/Levy	Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder.	Taxes will be paid on actuals
99	16	5 Scope of Work	Over and above the Repeat Order quantity, Bank may Purchase additional NVMe Disk at the same price mentioned in Bill of Material quoted by the Bidder based on Mutual Agreement during the Contract Period.	Over and above the Repeat Order quantity, Bank may Purchase additional NVMe Disk/Controller/systems at the same price mentioned in Bill of Material quoted by the Bidder based on Mutual Agreement during the Contract Period. <b>The RFP states repeat order for the product components, want clarity on the services aspect. Will you be taking servicing quote on project basis ?</b>	The hardwares under repeat order will be with AMC.
100	25	7.4 Phases of Storage Augmentation Project	Approx. 323 TB usable capacity Using 15 TB NVMe, in RAID 10 (2D+2D), Hot spares	As per RAID10 Layout of 15TB NVME disk Storage capacity will be approx. 328TB usable. Request you to kindly correct it.	No change in count of disk to be supplied. The usable capacity is calculated approximately on number of supplied disk on RAID 10(2D+2D) with Hot spares.

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
101	150	iii DC Phase1 -Hardware Cost	Approx. 1341 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P), Hot spares	As per RAID5 Layout of 30TB NVME disk Storage capacity will be approx. 1149TB usable. Request you to kindly correct it.	No change in count of disk to be supplied. The usable capacity is calculated approximately on number of supplied disk on RAID 5(7D+1P) with Hot spares will be approx. 1149TB usable.
102	151, 154	1 DC Phase2 -Hardware Cost	Storage Array Augmentation, Approx. 2107 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P) , Hot spares with 3 years Warranty	As per RAID5 Layout of 30TB NVME disk Storage capacity will be approx. 2299TB usable. Request you to kindly correct it.	No change in count of disk to be supplied. The usable capacity is calculated approximately on number of supplied disk on RAID 5(7D+1P) with Hot spares will be approx. 2299TB usable.
103	153	iii DRC Phase1 - Hardware Cost	Approx. 1341 TB usable capacity Using 30 TB NVMe, in RAID 5 (7D+1P), Hot spares	As per RAID5 Layout of 30TB NVME disk Storage capacity will be approx. 1149TB usable. Request you to kindly correct it.	No change in count of disk to be supplied. The usable capacity is calculated approximately on number of supplied disk on RAID 5(7D+1P) with Hot spares will be approx. 1149TB usable.
104		Generic Query		Kindly confirm PDU Power Source Type (1- Phase or 3 Phase PDU Power Source)	1-Phase PDU Power Source will be provided

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
105		Project Timelines		Can we deliver phase 1 and 2 together post the Purchase order, however invoicing/payment will be done according to RFP timelines only.	Phase 2 delivery to be made before 09/02/2027. Invoicing for Phase 2 to be raised on or after 15/12/2026.
106	16	7 Scope of Work 7.1 Scope Summary	Bidder shall also lay required passive cabling and its management for the contract period.	<b>Query</b> We request bank to allow site visit to ascertain the passive requirement and components, length of cable etc. to factor	Bidder may conduct site visit for accessing the Cable requirement.

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
107	17		7) Procurement of the application software and other in-scope components would be at Bank's discretion		Application Software refers to tools/utilites required to manange storage and SAN switch.
	18	7 Scope of Work	10) The bidder shall provide complete services for the applications under the scope including installation, implementation, integration, management, maintenance, support, audit compliance and knowledge transfer		
	19	7.1 Scope Summary	23) Deployment of solution requires coordination with different service provider / project application vendors. The bidder shall coordinate with all solution providers/ vendors while installing and ensure installation and commissioning for running the application		
	21	7.2 Detailed Scope of Work	34) Bidder is required to provide details of each individual proposed hardware, application software and		
			10) The proposed solutions should coexist with all the other applications like DLP, Application Whitelisting solution, Anti-virus, Software distribution tool etc. functioning in the Banks environment without affecting any of the applications performance	<p><b>Query</b> The scope of the current RFP does not cover any application software. Can we ignore this clause please?</p>	

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
108	18	7 Scope of Work 7.1 Scope Summary	15) The bidder shall follow all respective technical/statutory guidelines, validations should be implemented, checked & verified, and related reports including SOP, Software Integrity Certificate and <b>VAPT</b> Clearance must be submitted, duly certified by OEM to the Bank for sign off the successful installation.	<p><b>Confirmation Sought</b></p> <p>We understand, VAPT will be conducted by the bank. Bidder and OEM need to close any gaps identified.</p> <p>We request bank to confirm or provide inputs</p>	Bidder should close the VAPT Observations in coordination with OEM during the contract period
109	18	7 Scope of Work 7.1 Scope Summary	15) The bidder shall follow all respective technical/statutory guidelines, validations should be implemented, checked & verified, and related reports including SOP, <b>Software Integrity Certificate</b> and VAPT Clearance must be submitted, duly certified by OEM to the Bank for sign off the successful installation.	<p><b>Query</b></p> <p>We request bank to elaborate the term "<b>Software Integrity Certificate</b>" and from whom should it be taken.</p>	OEM shall provide Software integrity certificate which refers to the trusted sources and free from any malware code/unauthorized modifications.

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
110	18	7 Scope of Work 7.1 Scope Summary	16) Post installation of Solution with its components <b>including OS</b> , VA & PT (Vulnerability Assessment & Penetration Testing) shall be conducted, and Bank Information Security Team will provide a report to the Successful Bidder. All findings/issues pointed out in the report to be complied/fixed before <b>commissioning and sign-off of the software (All components i.e. operating System, Database, application)</b>	<p><b>Clarification Sought</b> We/Bidder can ignore reference to the components which are not part of the scope of the current RFP, such as O.S, Database, application mentioned here.</p> <p>We request bank to confirm or provide inputs</p>	O.S, Database, Application Software refers to tools/utilities required to manage storage and SAN switch.
111	18	7 Scope of Work 7.1 Scope Summary	18) The proposed Solution should integrate with Bank's platforms like Security Operation Centre (SOC), Preventive Identity Management (PIM), Security Incident Event Management (SIEM) and Security Orchestration, Automation and Response (SOAR) to meet security and compliance requirements as and when required.	<p><b>Clarification Sought</b> We /Bidder will facilitate export of logs, OOB management data to these tools. The vendor supporting SIEM, PIM etc. tool provider shall make configuration changes to their tool to process this data.</p> <p>We request bank to confirm if this is the expectation or provide the inputs.</p>	Bidder has to integrate logs and login etc. with Security Operation Centre (SOC), Preventive Identity Management (PIM), Security Incident Event Management (SIEM) and Security Orchestration, Automation and Response (SOAR) to meet security and compliance requirements as and when required.

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
112	18	7 Scope of Work 7.1 Scope Summary	19) The bidder must provide detailed architecture of the proposed solution/ every module along with installation and administration guide, which must include high-level design (HLD), and Low Level Design (LLD) <b>along with Technical bid.</b>	<b>Change Request</b> We request bank to allow creation of HLD and LLD after the project kick-off, where the details will be collected.  Sufficient details to create HLD/LLD are not available at the time of bidding. Hence this request.	Bidder shall provide HLD of the proposed solution during BID submission. LLD to be provided on or before kick-off.
113	18  35	7 Scope of Work 7.1 Scope Summary  GENERAL TERMS	21) The bidder shall do regular backup of the solutions as per the defined Bank's backup policy.  4. Vendor should have to perform/configure backup for all the supplied solutions/applications as per Bank's policy/requirement.	<b>Clarificatin Sought</b> We understand, as per this clause, backup of the configuration is required. And not backup of production data on storage.  We request bank to confirm or provide inputs	Backup of Storage and SAN Configuration and Management Software Logs are required.
114	18	7 Scope of Work 7.1 Scope Summary	22) The Bidder shall be responsible for delivering the solution and its support post implementation. The proposed solutions should be integrated with Banks existing and new Security Solutions	<b>Query</b> We request bank to elaborate the clause and the integration expected for the storage and for the SAN switches	Integration is required for Storage, SAN Switches and Management software with Bank's Security Solutions.

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
115	19	7 Scope of Work 7.1 Scope Summary	24) The bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc. and Integrity certificate should be submitted to the Bank as per the related format	<b>Clarificatin Sought</b> We understand, the "software" mentioned here is the management software supplied with storage and with the SAN switches  We request bank to confirm or provide inputs	Bidder has to supply and integrate Management software for Storage and SAN Switch.
116	19  24	7 Scope of Work 7.1 Scope Summary  DC and DRC Requirement	24) The bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc. and Integrity certificate should be submitted to the Bank as per the related format  Director Class SAN Switch with fabric manager needs to be installed at DC and DRC locations	<b>Query</b> We request bank to clarify if the infra VMs / Servers / Compute / O.S. / Storage / Network etc. required to run the Management software (Storage and SAN switch) will be provide by the bank or does the bidder have to provide hardware+OS.	Infrastructure required for the Management Software will be provided by the bidder.

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
117	19	7 Scope of Work 7.1 Scope Summary	27) The proposed solution must have redundancy at all levels e.g. network redundancy (for management network interfaces), Application High Availability and power-supply redundancy at hardware/ software level required to achieve the high availability/ redundancy as per defined SLA/uptime.	<b>Clarificatin Sought</b> We understand, the "solution, application" mentioned here is the management software supplied with storage and with the SAN switches  Can we consider VM level in HA to achieve redundancy?  We request bank to confirm or provide inputs	VM level HA may be considered for Management Software.
118	19	7 Scope of Work 7.1 Scope Summary	28) The critical data / database should be stored in encrypted form. 29) Proposed solutions should have very high-scale architecture on a platform that scales efficiently. The solution should also support 64-bit architecture environments for high scalability. Solutions should have extensible architecture for easy integration and automation. The architecture should support High Availability inbuilt into the product. 30) The bidder shall supply all modules, Software Applications with required licenses and do the installation, integration configuration & deployment of the solution at the Bank's DC, DR and Near Site.	<b>Clarificatin Sought</b> We understand, these clauses are not applicable to the storage or SAN switch being supplied and any provisions ( <i>in addition to technical specification mentioned for Storage, SAN switch</i> ) need not be made  We request bank to confirm or provide inputs	Proposed solution should be horizontally and vertically scalable

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Sl N o.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
119	19	7 Scope of Work 7.1 Scope Summary	31) The Annual Maintenance Cost should be minimum 8% per year of the cost of respective Product cost  32) The Annual Technical Support should be minimum 20% per year of the cost of Product/ Service/ License	<b>Clarificatin Sought</b> Since we will be supplying only the hardware, we will only consider clause no. 31.  We request bank to confirm or provide inputs	Refer the Bill of Materials for deliverables.
120	19	7 Scope of Work 7.1 Scope Summary	35) All necessary Racks, Power strips, Power cables, Network cables, Fibre cables and any other components required for successful implementation of the solution are to be supplied and commissioned by the Successful Bidder at no additional cost to the Bank.	<b>Query</b> Please provide site details such as; Maximum size of rack that can be accommodated Maximum Power per rack that can be provisioned Type of wall plug How will be rack to rack cabling be done (Below floor, overhead trays) etc. Should patch panels be used or run LC-LC cables	Kindly provide standard size rack for storage and Network Rack for SAN switch. Maximum Power than can be provided in single rack is 12.8KVA. Rack cabling will be done below the floor. Patch pannel must be used for cabling between Storage and SAN switch.
121	20	7 Scope of Work 7.1 Scope Summary	36) Post implementation of the solutions, the scope of successful bidder contains support for the following activities, but not limited to, from time to time, in relation to maintenance and upgrades/updates/patches	<b>Clarification Sought</b> We understand, these activities will be carried out by the OEM RE deputed.  Bidder shall arrange additional resource(s) if RE needs such support.	Bidder has to conduct maintenance, upgrades, updates, implement patches for the inscope componenets.

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
1 2 2	20	7 Scope of Work 7.1 Scope Summary	* Support during DR Drills * VA / PT Compliance/Audit /Review	<b>Query</b> Please provide frequency of DR Drills, frequency of Audit	DR Drill will be conducted every Quarter.
1 2 3	21	7.2 Detailed Scope of Work	1 Delivery of in-scope Hardware and Software; in at DC DRC and Near Site, as per Annexure 2: Commercial Bill of Materials	We request bank to allow site survey immediately after the issue of purchase order and well before the delivery of hardware & software.  The objective is to increase preparedness for deployment for faster project execution	Bidder may conduct site visit for accessing the Cable requirement.
1 2 4	21	7.2 Detailed Scope of Work	5) The proposed solutions shall be tightly integrated with all existing setup and new infrastructure /Assets Inventory Software of the Bank. The successful bidder shall supply, implement and maintain these IT Tools/ Solutions for Bank's IT Infrastructure for a period of 5 years	<b>Clarification Sought</b> We understand, the term IT Tools/ Solution refers to the hardware (storage, SAN switch) and management software supplied with hardware.  We request bank to confirm or provide inputs	The Management Software for the Storage and SAN Switches to be supplied and implemented

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
1 2 5	21  35	7.2 Detailed Scope of Work   General Terms	9) For all the in-scope software, bidder should provide 1 year of warranty and 4 years of ATS.  16. All Software must come with 1 years of warranty and 4 years of AMC/ATS post completion of warranty period. There should be provision of extension of AMC/ATS for a further period up to 2 years at the 5th year cost.	<b>Clarification Sought</b> The software supplied will be the management software for storage and for SAN switch. These will be bundled with the Storage and shall carry warranty 3 years, AMC 2 years  We request bank to confirm if this is acceptable	The software supplied will be the management software for storage and for SAN switch. These will be bundled with the Storage and shall carry warranty 3 years, AMC 2 years. Dedicated Management software to be supplied with SAN Switch with support.
1 2 6	23	7.2.2 OEM Scope	6 Go-Live Installation by OEM(s) and OEM(s) to assist in having hygiene factors in place for checks and closures of SIT/ UAT/ correctness of data. OEM(s) should be available during the Go-live period to address any bugs raised during the go-live phase	<b>Change Request</b> We request bank to consider Go-Live before data migration. Data migration has lot of dependence on the bank's production cycles, availability of bank personnel etc.  Hence this request.	Go-Live for Storage may be considered after successful completions of Benchmarking.

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
1 2 7	25  35	Phases of Storage Augmentation Project  GENERAL TERMS	2 Phase-2 – The Phase-2 will start from 15th December 2026  15. The hardware and software supplied by the vendor should be of latest versions and should reach end of support/ end of life only after 7 years from the date of supply	<b>Clarification Sought</b> We understand, for the hardware supplied in phase-2 as well as any upgrade shall have warranty co-terminus with the base hardware  The warranty will not be 5 years from supply.  We request bank to confirm on the same	Warranty will be co-terminus with the supplied base hardware with 3 years warranty and 2 years AMC.
1 2 8	29	Delivery & Installation	8. The bidder shall ensure compatibility of the storage and licenses that they supply with the hardware and software systems being used in the bank.	<b>Query</b> We request bank to elaborate the clause and bank's expectation  We will provide equipment which are compliant with the technical specification of the RFP. Bank may confirm if this will suffice.	Bank is having Hitachi VSP Storage (G1500 and VSP5600) and Cisco MDS Director Class (MDS 9710) SAN Switches
1 2 9	34	Benchmarking	Benchmarking of the new storage will be performed using the VDBench software to validate the scalability of the proposed storage configuration at no additional cost to Bank at Bank premises	<b>Query</b> We request bank to elaborate if the hardware required to run the test will be provided by the bank	Bidder have to arrange the Hardware for Benchmarking

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
130	36	INSTALLATION and SUPPORT DURING CONTRACT PERIOD	10. The selected bidder has to do routing of transactions through the backup system in case the primary system fails Switching to the DR site in case of system failure	<b>Query</b> We request bank to elaborate the clause and bank's expectation  We will provision & carry out backup of the configuration	In case of failure of System at Primary Site the services should run from DR Site
131	133	Annexure 24: [Software Bill of Material (SBOM) Format]		<b>Clarification Sought</b> We understand, this annexure is not applicable for the current RFP.	Bidder have to provide details for Storage and SAN Switch Management Software.
132	151, 154	DC Phase2 -Hardware Cost	1	As per RAID5 Layout of 30TB NVME disk Storage capacity will be approx. 2299TB usable. Request you to kindly correct it.	Refer updated Bill of Materials
133	152	HARDWARE COST	Near Site Environment (NS)- SAN Cabling	Please let us know scope as San switch is not metioned in NS Site and Cablling for How many port or Servers	Cabling to be done for minimum 16 SAN ports
134				1.Make and Model of the existing Storage from which data will be migrated	Hitachi Vantara Storage
135				2. Total number of source Storages and location from which data needs to be migrated	SEVEN

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
5					
136				3. Total Capacity of Data that needs to be migrated to the proposed Hitachi storages	5PB
137				4. Total no of Hosts configured on the existing storages with OS name and version being used	1000 Servers on Solaris, Linux, Windows OS
138	55	19 General Terms Payment Terms	Hardware : 60% - On delivery of Licenses 30% - On Successful Installation & Go-live of Application/Tool 10% - 3 Months Post go-live of Application/Tool or submission of equivalent amount PBG valid for 3 months	<b>Request to modify the clause</b> Hardware : 70% - On delivery of Licenses 20% - On Successful Installation & Go-live of Application/Tool 10% - Post go-live of Application/Tool.	No Change
139	56	19 General Terms Payment Terms	The payments will be released on submission of invoice to DIT CBD- Belapur through NEFT / RTGS/account credit after deducting the applicable LD/Penalty, TDS if any.	<b>Request revision of this clause:</b> The payments will be released <b>within 30 days</b> on submission of invoice to DIT CBD- Belapur through NEFT / RTGS/account credit after deducting the applicable LD/Penalty, TDS if any.	No Change

Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)					
Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
140	55	19 General Terms Payment Terms	Phase I Hardware Delivery and Installation Storage VSP 5600 SAN Switch  60% - On delivery 30% - On Successful Installation & Acceptance of Commissioning 10% - 3 Months Post Successful Installation & Commissioning or Submission of equivalent amount PBG valid for 3 months	Please ammend the clause as below  Hardware Delivery and Installation Storage VSP 5600 SAN Switch  80% - On delivery 15% - On Successful Installation & Acceptance of Commissioning 5% - 3 Months Post Successful Installation & Commissioning or Submission of equivalent amount PBG valid for 3 months	No Change
141	55	19 General Terms Payment Terms	Phase I Hardware – AMC - Quarterly - AMC will be paid quarterly in arrears	Please ammend the clause as below  Hardware – AMC - Quarterly - AMC will be paid quarterly in <b>advance</b>	No Change
142	55	19 General Terms Payment Terms	Phase I FM Services (Bidder/OEM) - Quarterly - FMS Charges shall be paid quarterly in arrears	Please ammend the clause as below  FM Services (Bidder/OEM) - Quarterly - FMS Charges shall be paid quarterly in <b>advance</b>	No Change

Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)					
Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
143	56	19 General Terms Payment Terms	<p>Phase II Hardware Delivery and Installation Storage VSP 5600 SAN Switch</p> <p>60% - On delivery 30% - On Successful Installation &amp; Acceptance of Commissioning 10% - 3 Months Post Successful Installation &amp; Commissioning or Submission of equivalent amount PBG valid for 3 months</p>	<p>Please ammend the clause as below</p> <p>Phase II Hardware Delivery and Installation Storage VSP 5600 SAN Switch</p> <p>80% - On delivery 15% - On Successful Installation &amp; Acceptance of Commissioning 5% - 3 Months Post Successful Installation &amp; Commissioning or Submission of equivalent amount PBG valid for 3 months</p>	No Change
144	56	19 General Terms Payment Terms	<p>Pahse II FM Services (Bidder/OEM)-Quarterly-FMS Charges shall be paid quarterly in arrears</p>	<p>Please ammend the clause as below</p> <p>Pahse II FM Services (Bidder/OEM)-Quarterly-FMS Charges shall be paid quarterly in advance</p>	No Change

Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)					
Sl N o.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
145	45	8 Project Timelines	Phase 1 Augmentation/Expansion of Storage Controllers VSP 5600, SAN Switches & Components, SFP, SAN cables & other passive components required & other related software at DC,DRC & Near Site > Deliver at Bank's location within 10 weeks from the date of acceptance of purchase order	Please ammend the clause as below  Phase 1 Augmentation/Expansion of Storage Controllers VSP 5600, SAN Switches & Components, SFP, SAN cables & other passive components required & other related software at DC,DRC & Near Site > Deliver at Bank's location within <b>16</b> weeks from the date of acceptance of purchase order	No Change
146	46	8 Project Timelines	Phase 1 Installation of Augmentation/Expansion of Storage Controllers, Augmentation of SAN Switches Components, SFP, SAN cables & other passive components required & other related software at DC,DRC & Near Site > Successful installation within 8 weeks from date of Delivery Sign off	Please ammed the clause as below  Phase 1 Installation of Augmentation/Expansion of Storage Controllers, Augmentation of SAN Switches Components, SFP, SAN cables & other passive components required & other related software at DC,DRC & Near Site > Successful installation within <b>10-12</b> weeks from date of Delivery Sign off	No Change

**Bid Number - GEM/2025/B/6295675 dated 30.05.2025– RFP for Augmentation of Storage and SAN Switch at DC, DRC & Near Site, OEM Support Services. (Annexure –III)**

Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
147	46	8 Project Timelines	Phase 1 Migration of Data from existing setup to Expansion > Within 12 weeks from the date of Installation Sign off	Please ammend the clause as below  Phase 1 Migration of Data from existing setup to Expansion > Within <b>15</b> weeks from the date of Installation Sign off	No Change
148	46	8 Project Timelines	Phase 2 Delivery of Capacity for G5600 including any SFP, SAN Switches Components, SAN cables & other passive components required & other related software at DC,DRC & Near Site > Deliver at Bank's location within 8 weeks	Please ammend the clause as below  Phase 2 Delivery of Capacity for G5600 including any SFP, SAN Switches Components, SAN cables & other passive components required & other related software at DC,DRC & Near Site > Deliver at Bank's location within <b>10-12</b> weeks	No Change
149	46	8 Project Timelines	Phase 2 Successful Installation > Within 8 weeks from the date of delivery	Please ammend the clause as below  Phase 2 Successful Installation > Within <b>10</b> weeks from the date of delivery	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
150	46	8 Project Timelines	Phase 2 Data migration at DC, DRC & Near Site >Within 20 weeks from Date of Installation	Please ammend the clause as below  Phase 2 Data migration at DC, DRC & Near Site >Within <b>24</b> weeks from Date of Installation	No Change
151	46	8 Project Timelines	Phase 2 Discard of G1500 storage > Within 4 weeks of Data Migration	Please ammend the clause as below  Phase 2 Discard of G1500 storage > Within <b>10</b> weeks of Data Migration	No Change
152	16	Scope of Work	5	the RFP states repeat order for the product components (drives,controllers), want clarity on the services aspect.Will you be taking servicing quote on project basis ?	The hardwares under repeat order will be with Warranty and AMC.
153	24	7.4 Broad Scope of Work DC and DRC Requirement	Migration of data (scripts, binaries, executables, ini, etc.) For NBC, CBS Applications, other applications and Database from one of the existing storage arrays to the newly augmented storage.	Kindly clarify whether the scope includes data migration from storage systems other than the existing VSP G1500. If yes, please provide the following details: 1.Make and Model of the existing Storage from which data will be migrated 2. Total number of source Storages and location from which data needs to be migrated 3. Total Capacity of Data that needs to be migrated to the proposed Hitachi storages 4. Total no of Hosts configured on the exisiting storages with OS name and version being used	Scope includes data migration from Hitachi Vantara storage systems VSP G1500 and VSP5600. Additional details to be shared with successful bidder.

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
154,158,160,144-145	150,154,158,160,144-145	HARDWARE Cost SAN Switches Chassis with port side exhaust Data Centre (DC and DRC) Point 2: SAN Switches Chassis with port side exhaust with AMC	Hardware Cost--> Data Centre (DC) --> Point 2--> SAN Switches Chassis with port side exhaust Disaster Recovery Centre (DRC) Point 2: SAN Switches Chassis with port side exhaust Hardware Cost--> Disaster Recovery Centre (DRC) --> Point 2--> SAN Switches Chassis with port side exhaust Hardware AMC Cost--> Data Centre (DC) --> Point 2--> SAN Switches Chassis with port side exhaust Hardware AMC Cost--> Disaster Recovery Centre (DRC) --> Point 2--> SAN Switches Chassis with port side exhaust Point No. 1: SAN Switches Chassis with port side exhaust . The proposed director or chassis based solution must have complete redundancy in case of failure including hot swappable control plane module/supervisor, fabric modules, fan modules, power supplies, software modules on the OS.	Director Class SAN switches support only Port-side intake airflow. We request Bank to modify the clause: HARDWARE Cost SAN Switches Chassis with port side exhaust Data Centre (DC) Point 2: "SAN Switches Chassis with <b>port side intake</b> "	SAN Switches Chassis with port side intake.

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
155	42	7.6.6 Scope of Work for OEM Facility Management Engineer	<p>7.6.6 Scope of Work for OEM Facility Management Engineer</p> <p>1) Hitachi Vantara Storage and SAN Switch– L3 OEM RESOURCE</p> <p>The Scope includes (but not limited to) the following:</p> <p>1) OEM's on-site L3 support should be available during 10AM to 6PM on all Working Days during the period of contract.</p>	<p>We request Bank to please help modify the clause as</p> <p>"7.6.6 Scope of Work for <b>OEM/OEM Authorized Partner/OEM Certified</b> Facility Management Engineer</p> <p>1) Hitachi Vantara Storage and SAN Switch– <b>L3 OEM RESOURCE/OEM Authorized Partner/OEM Certified</b> Facility Management Engineer</p> <p>The Scope includes (but not limited to) the following:</p> <p>1) OEM's on-site <b>L3/OEM Authorized Partner/OEM Certified resource</b> Facility Management Engineer support should be available during 10AM to 6PM on all Working Days during the period of contract."</p>	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
156	44	7.6.7 Service Window for Bidder and OEM Engineer	<p>7.6.7 Service Window for Bidder and OEM Engineer Suitably qualified human resources shall be deployed to perform various activities under each of these service areas described in more detail further in this document.</p> <p>Service Area - 1. Hitachi Vanatara Storage and SAN Switch OEM L3 RESOURCE</p> <p>The Bidder has to deploy onsite OEM FM Engineer within 3 months of Bank intimation failing which Bank may impose penalty @ Rs. 10,000/- per day.</p> <p>In event of absence of the OEM FM Engineer, after deducting pro rata charge for absence of resource, additional penalty of Rs. 2000/- per absent resource per day will be deducted. In case bidder provides alternate adequately qualified resource for absent resource of OEM, no penalty shall be deducted. The penalty will be restricted up to 25% of monthly FM</p>	<p>We request Bank to please help modify the clause as</p> <p>"7.6.7 Service Window for Bidder and <b>OEM/OEM Authorized Partner/OEM Certified resource</b> Engineer Suitably qualified human resources shall be deployed to perform various activities under each of these service areas described in more detail further in this document.</p> <p>Service Area -1. Hitachi Vanatara Storage and SAN Switch <b>OEM L3/OEM Authorized Partner/OEM Certified RESOURCE</b></p> <p>The Bidder has to deploy onsite <b>OEM/OEM Authorized Partner/OEM Certified resource FM Engineer</b> within 3 months of Bank intimation failing which Bank may impose penalty @ Rs. 10,000/- per day.</p> <p>In event of absence of the <b>OEM/OEM Authorized Partner/OEM Certified resource FM Engineer</b>, after deducting pro rata charge for absence of resource, additional penalty of Rs. 2000/- per absent resource per day will be deducted. In case bidder provides alternate adequately qualified</p>	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
			Charges.	resource for absent resource of <b>OEM/OEM Authorized Partner/OEM Certified resource</b> , no penalty shall be deducted. The penalty will be restricted up to 25% of monthly FM Charges"	

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
157	144-145	<b>SAN SWITCH DIRECTOR CLASS -&gt; General Chassis Requirement</b>		<p>We request Bank to include the distributed model port on line card for providing modularity, flexibility, and scalability in managing ports and data traffic within the network.</p> <p>We request Bank to please add the following point for SANSwitch:</p> <p>"The switch must support port aggregation of up to 16 physical ports. The aggregated ports must NOT be consecutive ports on a line card and should support distributed model."</p>	No Change
158	144-145	<b>Page:144-145--&gt; Point 4 --&gt;SAN SWITCH DIRECTOR CLASS -&gt; General Chassis Requirement</b>		<p>We request Bank to please add the following point:</p> <p>"Analytics solution must support minimum 100,000 ITL/ITN flows for deep SAN Visibility. Export metrics should be at 30-sec granularity. We should be able to export 1000 flows. We should get per flow performance metrics, latency metrics, error metrics for every ITL/ITN"</p>	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
159	144-145	<b>Page:144-145--&gt; Point 5 --&gt;</b>	SAN SWITCH DIRECTOR CLASS --> General Chassis Requirement	We request Bank to please add the following point:  The analytics and telemetry capabilities should not impact production traffic and should be built into the hardware platform. The complete analytics calculations should be done real time.	No Change
160	144-145	<b>Page:144-145--&gt; Point 6 --&gt;</b>	SAN SWITCH DIRECTOR CLASS --> General Chassis Requirement	We request Bank to please add the following point:  The switches should have 80 Plus Platinum certified power supplies and should provide GRID level redundancy.	No Change
161	144-145	<b>Page:144-145--&gt; Point 7 --&gt;</b>	SAN SWITCH DIRECTOR CLASS --> General Chassis Requirement	We request Bank to please add the following point:  SFPs proposed along with switches should be compatible with any generation of SAN switches for investment protection.	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
162	144-145	<b>Page:144-145--&gt; Point 8 --&gt; SAN SWITCH DIRECTOR CLASS -&gt; General Chassis Requirement</b>	<p>We request Bank to add the following point:</p> <p>There should be common Operating System family for Data Center Ethernet switching and SAN Switching for simplified Software Management across Data Center.</p> <p>There should be common OEM Provided Fabric Management and monitoring software for Managing Data Center Ethernet switching and SAN Switching for ease of operations.</p>	<p>We request Bank to add the following point:</p> <p>There should be common Operating System family for Data Center Ethernet switching and SAN Switching for simplified Software Management across Data Center.</p> <p>There should be common OEM Provided Fabric Management and monitoring software for Managing Data Center Ethernet switching and SAN Switching for ease of operations.</p>	Bidder must provide dedicated management software for the proposed SAN switch
163	145	General Line Card and Ports Requirement - Point 1	<p>General Line Card and Ports Requirement</p> <p>1. The switch (or director platform) must be able to provide a minimum of 144 ports scalable upto a maximum of 384 - 8/16/32-Gbps Ports.</p>	<p>In consideration of future scalability requirements and to ensure the infrastructure remains adaptable to growing business needs, supports future high-throughput demands, and aligns with industry standards for enterprise-grade director-class switching platforms ,</p> <p>We request Bank to modify the clause as: "The switch (or director platform) must be able to provide a minimum of 144 ports scalable upto a maximum of <b>512</b> - 8/16/32-Gbps Ports."</p>	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
164	148	COMMERCIAL BILL OF MATERIAL: Summary	Summary --> Point 4: OEM FM Cost	We request Bank to modify the clause to " <b>OEM/OEM Certified Resource/OEM Authorized partner</b> FM cost"	No Change
165	53	Hardware		Query -60% on license ,it should be hardware	No Change
166	53	System Software		100% in advance payment terms /Against PBG	No Change
167	53	System Software		100% in advance payment terms /Against PBG	No Change
168	53	Hw AMC & FMS Services		Quarterly in advance against PBG	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
169	17		4) Bank reserves the right to issue a repeat order for any of the components or services at the same price subject to a maximum of 25% of ordered quantity within 60months from the date of Purchase Order at the same price provided INR-US\$ exchange rate does not vary by more than 10% as compared to INRUS\$ exchange rate as on the date of purchase order and above or below that price will be adjusted by the Bank as per change in exchange rate.	Exclude this clause and provide YtY Pricing increase as per IBM Pricing guidelines /rate card can be provided for 12 months	No Change
170	72		Obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement;	we should not be liable to replace/modify the Software/Hardware/Service of third party /OEM Software/Hardware/Service.The replacement or modification may be arranged only & Only if same is provided by OEM .	No Change
171				Order Placement will be phase wise or in consolidated form	Consolidated order with phase wise delivery

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
172	17	7 Scope of Work : 8	Bank may procure products with required quantity (not limited to specific number) and may remove any solution at any stage, at its sole discretion, from in-scope proposed solutions that are part of this RFP.	Request bank to remove this clause.	No Change
173	19	7 Scope of Work : 26	The bidder has to do Escrow Agreement for the in-scope Solutions including all the parties at no extra cost to Bank. Bidder may quote the same in the Bill of Materials.	Request bank to remove this clause as there is no Software / customized solution given in this RFP to the Bank.	No Change
174	21	7.2.1 Detailed General Scope: 5	The proposed solutions shall be tightly integrated with all existing setup and new infrastructure /Assets Inventory Software of the Bank. The successful bidder shall supply, implement and maintain these IT Tools/ Solutions for Bank's IT Infrastructure for a period of 5 years.	Request bank to remove this clause.	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
175	28	Responsibility matrix for the delivery, implementation and management of the proposed solution at DC, DRC and NS:AMC/ATS :10	2.Bidder is required to factor in AMC for 5 years for existing enclosure/ chassis of SAN Switch	Kindly request bank to share the details of existing enclosure/ chassis of SAN Switch.	Bidder has to only factor AMC of supplied SAN switch.

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
176	37	7.2.4 AMC/ATS for Hardware and Software Items:4	The bidder shall ensure all kinds of maintenance, deployment, re-deployment of Solution under RFP scope, at central or remote sites and at endpoints of branches/offices as part of maintenance only. No additional charges shall be payable for redesigning / re- deployment or maintenance of solution at any or all endpoints including DC and DR sites of the Bank ordered from time to time. The bidder shall ensure all activities pertaining to continuity of the smooth running of the solution as part of AMC/ATS without any extra cost to the Bank.	Request bank to remove this clause.(Specially redployment and redesign of Hardware ).	As per the Bank requirement during the Contract Period.
177	39	7.6.1 AMC/ATS for Hardware and Software Items:21	The bidder shall ensure re-deployment of Solution at central or remote sites or at endpoints as part of maintenance only. No additional charges shall be payable for re-designing / re-deployment of solution at any or all endpoints including DC and DR sites of the Bank. The bidder as part of AMC without any extra cost shall ensure all activities pertaining to continuity of the solution to the Bank.	Request bank to remove this clause.(Specially redployment and redesign of Hardware ).	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
178	45	7.7 General Responsibility of the Bidder :11	The bidder is required to co-ordinate with Bank's existing System Integrator for implementation of OS on server hardware, VM creation, migration of data at DC, DRC and Near Site.	Request bank to remove this clause.	No Change
179	46	8 Project Timelines : Phase 1:1	Deliver at Bank's location within 10 weeks from the date of acceptance of purchase order	Request bank to change to the delivery timeline as "Deliver at Bank's location within 12 weeks from the date of acceptance of purchase order".	No Change
180	46	8 Project Timelines :Phase 1:2	Successful installation within 8 weeks from date of Delivery Sign off	Request bank to change the installation timeline as "Successful installation within 12 weeks from date of Delivery Sign off ".	No Change
181	46	8 Project Timelines :Phase 2:1	Deliver at Bank's location within 8 weeks	Request bank to change to the delivery timeline as "Deliver at Bank's location within 12 weeks from the date of acceptance of purchase order".	No Change
182	46	8 Project Timelines :Phase 2:2	Within 8 weeks from the date of delivery	Request bank to change installation timeline as "Within 12 weeks from the date of delivery".	No Change
183	46	8 Project Timelines :Phase 2:3	Within 20 weeks from Date of Installation	Request bank to change the migration timeline of phase 2 as "Within 24 weeks from Date of Installation".	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
184	56	19 General Terms : Payment Terms:Phase II		Hardware AMC milestone is missing . Request bank to add the same in payment terms.	Hardware AMC milestones is mentioned for Phase 1. For the hardware supplied in phase-2 as well as any upgrade shall have warranty co-terminus with the base hardware
185	83	56 :Escrow Arrangements		Request bank to remove this clause as there is no Software / customized solution given in this RFP to the Bank. The Software involved Operating System and Version Control System	No Change
186		GENERIC Query		Kindly explain the warranty and AMC for phase II supply.	Hardware AMC milestones is mentioned for Phase 1. For the hardware supplied in phase-2 as well as any upgrade shall have warranty co-terminus with the base hardware
187	16	7 Scope of Work:5	Over and above the Repeat Order quantity, Bank may Purchase additional NVMe Disk at the same price mentioned in Bill of Material quoted by the Bidder based on Mutual Agreement during the Contract Period.	Request bank to change clause as "Over and above the Repeat Order quantity, Bank may Purchase additional <b>NVMe Disk/Controller/Systems</b> at the same price mentioned in Bill of Material quoted by the Bidder based on Mutual Agreement during the Contract Period	No Change

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Sl No.	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Bank Response
188	16	7 Scope of Work:5	Over and above the Repeat Order quantity, Bank may Purchase additional NVMe at the same price mentioned in Bill of Material quoted by the Bidder based on Mutual Agreement during the Contract Period	the RFP states repeat order for the product components, Request bank to clarify on the services required during repeat orader.Shall bank be taking servicing quote on project basis ?	The hardwares under repeat order will be with AMC.
189				The SAN solution should have Detection of abnormal activity feature	The SAN solution should have Detection of abnormal activity feature
190	45	Project Timelines		Need clarification on whether PO would be single PO - which includes phase 1 and 2. Because cannot hold onto storage pricing until 15th Dec 2026 ( phase 2 timelines ) without an offical Purchase order	A Single Purchase Order will be released with Delivery of Phase I Hardware within 10 weeks from the date of acceptance of purchase order. Phase 2 delivery to be made before 09/02/2027. Invoicing for Phase 2 to be raised on or after 15/12/2026 and the warranty period of 3 years will start from the commissioning of the Phase -2 Disk.

\*\*\*\*\***End of Document**\*\*\*\*\*