

REF: CO/ITD/CNW/2145/R1/2020-21

17/04/2020

Annexure – I

FORM OF BID

(Bidders are required to furnish the Form of Bid)

Date: _____

To
Indian Bank
Corporate Office, Information Technology Department
254-260, Avvai Shanmugam Salai, Royapettah,
Chennai -600 014, India.

Sub: Selection of Network Integrator for Supply, Installation and Integration of Network, ITSM, Asset and Patch Management Solution including Maintenance Services of Network Management, Asset Management, Patch Management and Network Equipments.

Ref: CO/ITD/CNW/2145/R1/2020-21 dt 17/04/2020

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 10% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified (120 days after the last date for submission of bid prescribed by the Bank) and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, Bank Guarantee towards Earnest Money Deposit, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

Dated thisday of 2020

Signature

(In the Capacity of)

Duly authorised to sign bid for and on behalf of
(Name & Address of Bidder)

Mobile:

Email



Annexure-XII

NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of.....2020 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... Hereinafter called the “ ” which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interilic engaged in the business of banking and has engaged M/s. _____ Limited for Selection of Network Integrator for Supply, Installation and Integration of Network, ITSM, Asset and Patch Management Solution including Maintenance Services of Network Management, Asset Management, Patch Management and Network Equipment

In the course of business relationship/engagement, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

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 party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

Receiving party may use the information solely for and in connection with the Purpose.

2. Use of Confidential Information

Each party agrees not to use the other’s confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived therefrom, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. 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.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or 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.



3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or 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, note or modules thereof.

Notwithstanding above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and 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 or thereafter may be obtained by such party is either granted or implied by the conveying of 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, abstracts, extracts, samples, note 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.

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

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or



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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 rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

11. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Chennai.

12. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorised signatories

Signed, Sealed and Delivered by the
Said..... (For Indian Bank)
In the presence of:
Signed, Sealed and Delivered by the
Said..... (For the Supplier)
In the presence of:



Annexure – III (TECHNICAL BID), Page No. 99 is replaced as mentioned below:-

List of deviations from the required specifications:

- 1)
- 2)

(If left blank, it is treated that there are no deviations in the compliance of specifications)

We submit that we should abide by your terms and conditions governing the quotations mentioned in the bidding document.

We submit that we abide by the details given above.

We undertake, if our bid is accepted, to complete the delivery in accordance with the delivery schedule specified in the bid.

If our bid is accepted, we will obtain the guarantee from any scheduled commercial bank other than Indian Bank in a sum equivalent to 10% the amount of quoted in the reverse auction valid for a period of 66 months for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it should remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your notification of award, should constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the qualification criteria of the bidding documents.

Dated this day of 2020

.....
Signature:

Mobile No.

Email:

(In the Capacity of)

..... Duly authorised to sign bid for and on behalf of (give below the Name & Address of Bidder)



Annexure-XVIII
SERVICE LEVEL AGREEMENT

THIS AGREEMENT made theday of 2020 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter called “the Purchaser” or “Bank”) of the one part and M/s _____, having its registered office at (City and Country of Supplier) (hereinafter called “the Supplier”) of the other part :

WHEREAS the Purchaser invited bids vide RFP No.CO/ITD/2145/R1:2020-21 dated 17/04/2020 for certain Goods and ancillary services viz., Selection of Network Integrator for Supply, Installation and Integration of Network, ITSM, Asset and Patch Management Solution including Maintenance Services of Network Management, Asset Management, Patch Management and Network Equipments and has accepted a bid by the Supplier for the provision of those goods and services in the sum for Rs. _____/- (Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

“The RFP, Contract Form, NDA & other related document entered in to between the Purchaser and Supplier shall be deemed to be part and parcel of this Agreement and the terms not covered herein shall be covered by the terms specified in RFP, Contract Form, NDA & other related document. In the event of inconsistency between the provisions contained herein and the terms specified in RFP, Contract Form, NDA & other related document the provisions contained in RFP, Contract form, NDA shall prevail. ”

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The SLAs have been logically segregated in the following categories:

- The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected from the selected bidder during the implementation and its subsequent support for the project period.
- The penalty charges shall be deducted from the payment due to the supplier. In case the penalty charges exceed the overall payment due to the service provider in such case bank reserves the right to invoke the performance security submitted by successful bidder.
- Service Levels: The SLAs have been logically segregated in the following categories:

4.a Tool Installation and Operationalization Services

Tool Installation and Operationalization Services			
S.No.	Services	Target	Penalty
1	Installation and Operationalization (sign off)	12 weeks from the date of Purchase Order	Penalty will be applicable if the installation and Operationalization is not completed as per the scope of the RFP within 12 weeks of the issue of purchase order [PO]. Installation and Operationalization shall be considered complete from the date of acceptance by the bank. All the solutions quoted in the RFP should be implemented by the respective OEMs and bidder should ensure tight integration between all such



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			solutions within 12 weeks from the date of purchase order. A penalty of 0.2 % per week or part thereof for first two weeks, 0.4% per week or part thereof for every subsequent week subject to a maximum of 10% of the total contract value excluding AMC charges.
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Note :- If at any point of time during performance of the Contract, the bidder encounters conditions beyond his control for timely delivery and implementation of the Services, it is responsibility of the bidder to inform to the bank in writing, of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the bidder's time for performance.

4. b AMC Services

AMC services		
S.No.	Conditions	Penalty
1	If the successful bidder fails to rectify the faulty network devices at branches, Zonal Offices, FGM offices and ATM's (offsite) within 24 hours either by rectification of fault or replacement by a standby device.	Bank shall levy penalty at rate of Rs.1000/- per day (Applicable during Bank working days) or part thereof from 24 Hours from reporting the issue to the Bidder. However, the total amount of penalty deducted per incident will be pegged at total AMC charges payable for five years for that particular equipment.
2	If the successful bidder fails to rectify the fault in equipment at DC, DR, NDR, HO, Treasury, Corporate Branches, Service Branches and CO within 4 hours either by rectification of fault or replacement by a standby device.	Bank shall levy penalty at rate of Rs.5000/- per day or part thereof after 4 Hours from reporting the issue to the Bidder. However, the total amount of penalty deducted per incident will be pegged at total AMC charges payable for five years for that particular equipment.

Note :- Penalty will be applicable on the devices which are under active AMC with successful bidder.

4.c Solution Availability

The "Solution Availability" metric for the proposed solution with an solution Availability Target SLA will be calculated as per below formula.

$$\text{Solution Availability} = \frac{\text{Total Solution Uptime required} - \text{Total Qualifying Outage Time}}{\text{Total Solution Uptime required}} \times 100$$

- Incidents/SLA will be calculated on monthly basis.

For the purpose of Solution Availability,

A) **Total Solution Uptime required:** - The Total Solution Uptime required are defined as 24/7 X 365

B) **Total Qualifying Outage** :- Total Qualifying Outage Time or Downtime means accumulated time during which any of the components/total solution is inoperable within the Scheduled Operation Time but outside the scheduled maintenance time.



c) Solution Availability and penalty for NMS , IPAM, ITSM and IT Asset & Patch Management Solution

Below 99.50% uptime (monthly); for every 0.05% increase in down time, 0.5 % of tool (purchased through this RFP) AMC cost (yearly) will be charged subject to a maximum of five year AMC cost of overall tool purchased through this RFP. However, below 85.00 %, Bank reserves the right to invoke the Performance Bank Guarantee (PBG) and the contract will be terminated.

4.d Link Maintenance

- If the links being managed (BSNL/MTNL) are down the following penalty is applicable.

S.No.	Network link connecting location	Monthly Uptime required	Mean time to resolution (MTTR)	Applicable Penalty (Excluding MTTR)
A	Data Centre, DR site, NDR site, Treasury, Head Office and Corporate Office.	99.99%	1 hour	Below 99.99% uptime; For every 0.01% increase in down time Rs. 2000/- will be charged subject to a maximum of Rs.1 lakh per link per month.
B	Zonal Offices, , FGM offices, Corporate Branches and Service Branches	99.95%	2 hour	Below 99.95% uptime; For every 0.50% increase in down time Rs. 1000/- will be charged subject to a maximum of Rs.5,000/- per link per month.
C	Branch	99%	4 hour	Below 99% uptime; For every 1.00% increase in down time Rs. 500/- will be charged subject to a maximum of Rs.2000/- per link per month

Total quarterly penalty amount for Network Monitoring Charges = A+B+C

The Service hours for calculation of the uptime are 24 hours per day for all links.

Criteria for Service level computation:

The network uptime will be computed as under:

$$\text{Uptime (\%)} = \frac{\text{Sum of TH during the month} - \text{Sum of DH during the month}}{\text{Sum of TH during the month}} \times 100$$

Note:

1. Uptime (%) shall be calculated after providing cushion for permissible Mean Time to Repair (MTTR)
2. TH = Total hours
3. DH = Downtime hours
4. The down time will be calculated after allowing applicable MTTR.



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5. Whenever the link downtime happens at any of the locations after the closing of the branch/any of the locations where round the clock connectivity is not required. Such downtime will not be counted.
6. Whenever the links are not functioning due to reasons attributable to bank like earthing, UPS power, problems in Bank's router etc., the penalty for downtime will not be levied.
7. MTTR will not be calculated after working hours for the locations except for data centres and DR site. For other 24*7 locations, MTTR will be calculated during the working hours of the branch.
8. MTTR will be allowed only for two downtime events for each location in a month.
9. The Service hours for calculation of the uptime is 24 hours per day for all links barring scheduled down time.

Downtime for purposes of this calculation would be defined as follows:

- a) A site is considered as down if the users at that site cannot access a remote site due to INDIAN BANK NETWORK (Intra/Intercity) link /Router / LL modem /or any network equipment in the INDIAN BANK NETWORK under warranty or maintenance contract with service provider being down.
- b) If the link is up either with primary or secondary back up medium and if the users at that site can access all remote sites and all applications, it will not be considered as downtime for site.
- c) If a link or equipment cannot be rectified due to access not being available to branch premises and/or non-availability of Bandwidth service provider's services then the same can't be treated as downtime. The successful bidder should intimate the bank about the non-availability promptly on the day of occurrence itself to claim the exemption.
- d) Downtime caused due to non-WAN related issues which include (but is not limited to) the following: Server, Desktop, Cabling, UPS/Power, Application, Force Majeure eventualities, would not be considered as Downtime.
- e) The service provider should be committed to put in their best efforts in early fault removal for the Leased Lines Connections in the INDIAN BANK NETWORK. However, the service provider shall not be responsible for any delay on account of any major communal disruption, strikes, bandhs, and natural calamities.
- f) An alert should be given to INDIAN BANK whenever the critical link is down and again when the link has been subsequently made up.

4.e. Incident Restoration SLA for NOC – when the impact is on the entire network due to the activity.

Incident Restoration SLA			
S No.	Severity of Incident	Restoration time (T)	Penalty
A	Critical	≤ 1 hours from time of incident logged	No Penalty
		> 1 Hours and ≤ 3 Hours	0.2% of yearly charges payable for manpower deployed for NOC for every incident, Up to 10% of total contract value
		>3 Hours	0.4% of yearly charges payable for manpower deployed for NOC for every incident, Up to 10% of total contract value
B	High	≤ 2 hours from time of incident logged	No Penalty

		> 2 Hours and ≤ 4.5 Hours	0.1% of yearly charges payable for manpower deployed for NOC for every incident, Up to 10% of total contract value
		>4.5 Hours	0.2% of yearly charges payable for manpower deployed for NOC for every incident, Up to 10% of total contract value
C	Medium	≤ 4 hours from time of incident logged.	No Penalty
		>4 Hours and ≤ 8 Hours	0.05% of yearly charges payable for manpower deployed for NOC for every incident, Up to 10% of total contract value
		>8 Hours	0.1% of yearly charges payable for manpower deployed for NOC for every incident, Up to 10% of total contract value
D	Low	≤ 10 day from the time of incident logged at the help desk	No Penalty
		>10 day and ≤ 30 days	0.025 % of yearly charges payable for manpower deployed for NOC for every incident, Up to 10% of total contract value
		>30 days	0.05% of yearly charges payable for manpower deployed for NOC for every incident, Up to 10% of total contract value

If any incident occurred due to configurations changes made by bidder or during change management procedure executed by bidder above mentioned penalties will be applicable. It will be bank's discretion to assign the appropriate severity parameter to the incident.

- Critical:** In case multiple subsystems are down threatening business continuity and multiple users are affected, it shall be considered as a Critical incident.
- High:** In case any of the subsystem is down causing high impact on business operations and few clients are affected, it shall be considered as a High Severity incident.
- Medium:** In case an essential functionality becomes unavailable which is not actually hampering the business but may impact few services if not attended immediately will be termed as medium.
- Low:** The incidents would be termed as low, which does not have any significant impact on the business or functionality.

Total penalty amount for Incident Restoration SLA for NOC = A + B + C + D

The maximum aggregate cap on account of penalty will be limited to the overall ceiling of 10% of the total contract amount. The contract can be terminated if the overall penalty exceeds 10% of the total contract amount.

Note :-

- The response time for Help Desk incidents (related to network) are as mentioned below :-



- i) **Critical** – Within 15 Minute
- ii) **High** – Within 15 Minute
- iii) **Medium** – Within 30 Minute
- iv) **Low** – Within 1 hour

b) The SLA performance measurement shall be tracked and reported every month, referred to as Reporting Period.

c) First Information Report of any incidents should be communicated to the Bank within 4 hours from the time of occurrence of the incident/issue

d) The maximum penalty during a measurement or invoicing period will be capped to 10% of total FMS cost (NOC Resource) or invoicing value during that measurement or invoicing period.

e) Root Cause Analysis (RCA) of any incidents should be communicated to the Bank within 72 hours from the time of occurrence of the incident/issue.

4.f Asset and Patch Management Solution : Incidents/SLA will be calculated on monthly basis.

Severity Level Definitions

- i. C1 – High
- ii. C2 – Medium
- iii. C3 – Low

C1- High Severity Level	C2- Medium Severity Level	C3- Low Severity Level
High Severity issue is a catastrophic production problem which may severely impact the Bank's production systems, or in which Bank's production systems under the scope are down or not functioning; loss of production data and no procedural work around exists.	Medium Severity issue is a problem where the Bank's system under the Scope is functioning but in a severely reduced capacity. The situation is causing significant impact to portions of the Bank's business operations and productivity. The system is exposed to potential loss or interruption of service.	All Incidents / problems reported which are not covered under High and Medium are considered as Low Severity Level

This activity defines the company service deliverables & SLAs for the functions defined under the scope of Asset and Patch Management Solution

S No	Description	SLA	
1	Patch Management- For the systems managed through ITAM (From the date of approval given by the Bank) All critical/security updates must be notified to the Bank immediately on release and other updates once in a month or as and when specified by the Bank.	High Critical Alerts	1 Hr – 2Hrs
		Medium Critical Alerts	4 Hrs – 8Hrs
		Low and Other Alerts	24 Hrs – 48 Hrs
		Reporting	30th day of the month
2	Roll Back of patches	1 hour from the time of intimation from the Bank to roll back – C2	
3	Reporting on Asset and Patch	As specified by the Bank – Service Level will be categorized under C2	



S No	Description	SLA	
	Management		
4	ITAM client deployment – For new systems and for systems due to formatting/reinstallation – From the time of provision of system credentials	48 hours - Service Level will be categorized under C2	
5	Reporting on ITAM clients reporting and non-reporting	Daily and as when required by the Bank - Service Level will be categorized under C2	
6	Compliance Management – Service Level will be categorized as per compliance level of systems	System Security/Patch Compliance Level	Daily Compliance report of system. Daily by 12.00 noon
		Below 97% - C3	
		Below 95% - C2	
		Below 90% - C1	
		Reporting on updated and non-updated systems	
7	Vulnerability Management	Once in a month and as when required by the Bank - Service Level will be categorized under C2	
8	Security Policy Management		
9	End Point Security		
10	Baseline Maintenance	Once in 6 months - Service Level will be categorized under C2	

Penalty Terms for the above Activity
1. For Severity Level - C1 (A)

a) 1 – no penalty

b) 2 to 5 incidents – 1% (Per Incident) of yearly software support charges of asset and patch management tool (purchased through this RFP) will be charged subject to a maximum of five years of software support charges of asset and patch management tool including cost of software pertaining to asset and Patch management solution.

c) Above 5 incidents – 1.5% (per incident up-to 10%) of yearly software support charges of asset and patch management tool (purchased through this RFP) will be charged subject to a maximum of five years of software support charges of asset and patch management tool including cost of software pertaining to asset and Patch management solution.

2. For Severity Level – C2 (B)

a) 1 to 5 incidents – No Penalty

b) 5 to 10 incidents – 0.5 % (Per Incident) of yearly software support charges of asset and patch management tool (purchased through this RFP) will be charged subject to a maximum of five years of software support charges of asset and patch management tool including cost of software pertaining to asset and Patch management solution.

c) 11 to 20 incidents – 0.75 % (Per Incident up to 10%) of yearly software support charges of asset and patch management tool (purchased through this RFP) will be charged subject to a maximum of five years of software support charges of asset and patch management tool including cost of software pertaining to asset and Patch management solution.

d) Above 20 incidents – 1 % (Per Incident up to 15%) of yearly software support charges of asset and



patch management tool (purchased through this RFP) will be charged subject to a maximum of five years of software support charges of asset and patch management tool including cost of software pertaining to asset and Patch management solution.

3. For Severity Level – C3 (C)

a) 1 to 10 incidents – No penalty

b) 10 to 20 incidents – 0.5 % (Per Incident) of yearly software support charges of asset and patch management tool (purchased through this RFP) will be charged subject to a maximum of five years of software support charges of asset and patch management tool including cost of software pertaining to asset and Patch management solution.

c) Above 20 incidents – 0.75 % (Per Incident up to 10%) of yearly software support charges of asset and patch management tool (purchased through this RFP) will be charged subject to a maximum of five years of software support charges of asset and patch management tool including cost of software pertaining to asset and Patch management solution.

Total penalty amount for Asset & Patch Management Solution= A + B + C

The maximum aggregate cap on account of penalty will be limited to the overall ceiling of 10% of the total contract amount. The contract can be terminated if the overall penalty exceeds 10% of the total contract amount.

The amount of total penalty will be reduced from the annual subscription charges payable for the solution.

4. g) SLA for manpower support:

- Efficient L1, L1+, L2, L3, Operation/Project Manager, Tool SME engineers who are satisfying the qualification criteria mentioned in RFP may be deployed by the successful bidder by performing screening at their end. On joining, bank team will interview the engineers deployed at bank's premises and inform the outcome if necessary.
- The Successful Bidder has to maintain a panel of Engineers to ensure that proper substitutes are provided in case any of the permanent Engineers proceed on leave. Successful Bidder has to ensure that the Engineers continue to work for at least one year in the bank premises. The exceptions are to be notified to the bank and suitable replacements must be provided. The substitute Engineer must be provided a handoff of 1 month duration in Bank's setup at DC/DR/HO locations and a handoff of 2 weeks at Zonal Offices.
- The vendor should provide adequate shadow resources during the absence of regular engineers while on leave / shift duties / availing holidays declared by the bank / availing Compensatory-off. These shadow resources also should have the same qualifications as given in the table and be in the rolls of the bidder company.
- Bank reserves the right to shift these support staff to other locations of the Bank, as per its requirement.
- As per bank's requirement, Bank reserves the right to instruct successful bidder for deploying additional L1 engineers (within 6 weeks from date of PO for deploying additional engineer) at the desired locations for the same cost quoted for L1 engineer in reverse auction.

SLA for NOC Resources

a) **Zonal Offices across India (L1 Resources)**



- The Zonal engineer must be available during all banks working days and during non working days in case of incidents, planned activities and other related tasks mutually agreed by bank and bidder.
- Maximum of 18 days leave of absence in a year is admissible for an engineer at Zonal Offices and replacement should be provided during the absence/leave period of engineers. For each day the engineer is absent beyond the permissible period penalty @ Rs.1000/- per day will be charged. However, the total amount of penalty deducted per month will be pegged at monthly charges payable for the particular Engineer.
- If there is any delay in deployment/replacement of L1 engineer for 1 month or more, 10% of the monthly charges payable for total L1 engineers will be deducted as penalty every month.

b) Centralized NOC (L1+, L2 Resources), Data Centre and DR Site (L1+ Resources)

- The defined number of L1+ and L2 seats on shift at Centralized NOC and L1+ seats at Data centre and DR Site must be always available and replacement should be provided during the absence/leave period of engineers. For each day the engineer is absent beyond the permissible period penalty @ Rs.10,000/- per day will be charged. However, the total amount of penalty deducted per month will be pegged at monthly charges payable for the particular Engineer.
- If there is any delay in deployment/replacement of L1+ engineer for 1 month or more, 10% of the monthly charges payable for total L1+ engineers will be deducted as penalty every month.
- If there is any delay in deployment/replacement of L2 engineer for 1 month or more, 10% of the monthly charges payable for total L2 engineers will be deducted as penalty every month.

c) Centralized NOC (L3 Resources, Project Manger/Operation Manager and Tool SME)

- The Centralized NOC engineers (L3, Project Manager/Operation Manager and Tool SME) must be available during all banks working days and non working days during drill, incidents, planned or unplanned activities and other related tasks mutually agreed by bank and bidder.
- Maximum of 18 days leave of absence in a year is admissible for engineers. Suitable replacement or alternate arrangement should be provided during the absence/leave period of engineers. For each day the engineer is absent beyond the permissible period penalty @ Rs.15,000/- per day will be charged. However, the total amount of penalty deducted per month will be pegged at monthly charges payable for the particular Engineer.
- If there is any delay in deployment/replacement of L3 engineer for 1 month or more, 10% of the monthly charges payable for total L3 engineers will be deducted as penalty every month.
- If there is any delay in deployment/replacement of Project Manger/Operation Manager engineer for 1 month or more, 25% of the monthly charges payable for Project Manger will be deducted as penalty every month.
- If there is any delay in deployment/replacement of Tool engineer (1 For ITSM for 1 month or more, 25% of the monthly charges payable for engineer will be deducted as penalty every month.

d) DR for NOC (L2 and L3 Resources), ITSM (L2 Resources)



- The DR NOC engineers (L2 and L3), ITSM (L2 Resources) must be available during all banks working days and non working days during drill, incidents, planned or unplanned activities and other related tasks mutually agreed by bank and bidder.
- Maximum of 18 days leave of absence in a year is admissible for engineers at DR for NOC (L2 and L3 Resources). Suitable replacement or alternate arrangement should be provided during the absence/leave period of engineers. For each day the engineer is absent beyond the permissible period penalty @ Rs.10,000/- per day will be charged. However, the total amount of penalty deducted per month will be pegged at monthly charges payable for the particular Engineer.
- If there is any delay in deployment/replacement of L2 engineer for 1 month or more, 10% of the monthly charges payable for total L2 engineers will be deducted as penalty every month.
- If there is any delay in deployment/replacement of L3 engineer for 1 month or more, 10% of the monthly charges payable for total L3 engineers will be deducted as penalty every month.

SLA for ITSM, Asset and Patch Management Resources

a) ITSM (L1 and L2 Resources) and Tool SME

- The ITSM (L1 and L2 Resources) and Tool SME must be available during all banks working days and during non working days in case of incidents, planned activities and other related tasks mutually agreed by bank and bidder.
- Maximum of 18 days leave of absence in a year is admissible for engineers at admin offices (DC/HO/DR). Suitable replacement or alternate arrangement should be provided during the absence/leave period of engineers. For each day the engineer is absent beyond the permissible period penalty @ Rs.10,000/- per day will be charged. However, the total amount of penalty deducted per month will be pegged at monthly charges payable for the particular Engineer.
- If there is any delay in deployment/replacement of L1 engineer for 1 month or more, 25% of the monthly charges payable for total L1 will be deducted as penalty every month.
- If there is any delay in deployment/replacement of L2 engineer for 1 month or more, 25% of the monthly charges payable for L2 engineers will be deducted as penalty every month.
- If there is any delay in deployment/replacement of Tool SME for 1 month or more, 25% of the monthly charges payable for total SME engineers will be deducted as penalty every month.

b) Asset and Patch Management (L2 Engineer)

- The Asset and Patch Management (L2 Engineer) on shift must be available and replacement should be provided during the absence/leave period of engineers. For each day the engineer is absent beyond the permissible period penalty @ Rs.10,000/- per day will be charged. However, the total amount of penalty deducted per month will be pegged at monthly charges payable for the particular Engineer.
- If there is any delay in deployment/replacement of L2 engineer for 1 month or more, 25% of the monthly charges payable for total L2 engineers will be deducted as penalty every month.



4.h) Link monitoring and uptime (For links of service providers who provided SLA – other than BSNL/MTNL)

The Successful bidder should ensure that the SLA Committed by the link providers are met. If there is a reduction in the SLA, it is treated as the NOC team has not adequately followed up with link service providers, resulting in increased downtime.

The scope of work for monitoring of links is detailed in Scope of Work-Section C- Device and Link Monitoring.

If during the currency of contract, links (apart from BSNL/MTNL, VSAT Links) is down; following penalties will be applicable:-

S.No.	Network link connecting location	Applicable Penalty
A	Data Centre, DR site, NDR site, Treasury, Head Office and Corporate Office.	If during the currency of contract, the SLA for Data Centre, DR site, NDR site, Treasury, Head Office and Corporate Office links for any service provider other than BSNL/MTNL goes 1% below the SLA committed by the service provider for the quarter, For every 1% increase in down time Rs. 2000/- will be charged subject to a maximum of Rs.20,000/- per link per month.
B	Zonal Offices, , FGM offices, Corporate Branches and Service Branches	If during the currency of contract, the SLA for Zonal Offices, FGM offices, Corporate Branches and Service Branches links for any service provider other than BSNL/MTNL goes 1% below the SLA committed by the service provider for the quarter, For every 1% increase in down time Rs. 500/- will be charged subject to a maximum of Rs.5,000/- per link per month.
C	Branch	If during the currency of contract, the SLA for branch link (other than defined in A & B) for any service provider other than BSNL/MTNL goes 1% below the SLA committed by the service provider for the quarter, For every 1% increase in down time Rs. 200/- will be charged subject to a maximum of Rs.500/- per link per month.

The above mentioned penalties (A,B and C) will be deducted from Manpower Charges.

Note:-

The overall penalty for SLA (Penalty excluding LD) will be pegged at 10% of the total contract value.

