

Ref: CO/ITD/994/R1/2021-22



REQUEST FOR PROPOSAL (RFP)

FOR

**PROCURING ACTIVE DIRECTORY MANAGEMENT SOLUTION FOR
MAINTAINING ACTIVE DIRECTORY**

Date and time of Pre Bid Meeting	10/08/2021 at 11:00 AM
Last Date for receipt of bids	27/08/2021 at 03:00 PM
Date and time of opening Technical bids	27/08/2021 at 03:30 PM

**INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI, ROYAPETTAH,
CHENNAI – 600014**



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SCHEDULE

1)	Tender Reference Number and Date	RFP No. CO/ITD/994/R1/2021-22 dated 04.08.2021
2)	Last date for seeking Pre-bid clarifications/ queries through email arvind.kumar@indianbank.co.in franklin.b@indianbank.co.in ashish.godbole@indianbank.co.in jitendra.bharti@indianbank.co.in kant.adlak@indianbank.co.in ajayprasanth.s@indianbank.co.in prashanth.k@indianbank.co.in	09/08/2021 by 5:00 PM
3)	Last Date & Time for submission of Bids in Online & Offline Mode	27/08/2021 at 03:00 PM Address for physical submission Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai- 600 014
4)	Documents to be submitted Online	a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures f. Compliance to Technical Specifications. g. Any other information sought by the Bank with relevant to this tender
5)	Documents to be submitted physically by Bidders (Offline Mode)	1. DD towards Cost of bid document (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.):



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		Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1
6)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	27/08/2021 at 03:30 PM Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014
7)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
8)	RFP Cost	Non-refundable Rs. 2,000/- in the form of DD favouring "Indian Bank". (Mode of submission: Offline) (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.: Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour
9)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s. Antares Systems Limited through website https://www.tenderwizard.in/indianbank

This RFP document can be downloaded from the website: <https://www.indianbank.in> and e-procurement portal: <https://www.tenderwizard.in/indianbank>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and paper publication will be done for the information regarding publishing the RFP, however Clarifications, Modifications and Date of Extensions, if any, will be published in website and e-procurement portal only.



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The term "*Bid*" & "*Quote/Quotation*" bears the same meaning in this RFP. This tender document is the property of Indian Bank & is not transferable.

Note: The tender is not splittable. Only one SI will be awarded with contract.



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SECTION – I

REQUEST FOR PROPOSAL (RFP)

The Bank is interested in identifying the companies providing the services for Procuring Active Directory Management solution.

Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. Bidders should enrol/register before participating through e-procurement website. Bids have to be submitted online only through e-procurement website. Part II – Commercial Bid will be called through Online Reverse Auction Process, Intimation will be given to all qualifying bidders about the date and time of reverse auction.

Interested eligible bidders may submit their quotation for Providing Active Directory Management solution, as specified in Part-I as per the following procedure:

1. Bidders should enrol/register before participating through website - <https://www.tenderwizard.in/indianbank>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted.
2. Part I contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered. The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.
3. Part II – Commercial will be called through Online Reverse Auction Process. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction. Part II price breakup details to be submitted after online reverse auction process.
4. Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.
5. Bank has the right to accept or reject any quotation/cancel the e-tender at any point, at its sole discretion without assigning any reason thereof.
6. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of



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quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).

7. MAKE IN INDIA

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020.

- 8.** Benefits will Be Provided to Micro and Small Enterprises (MSEs) As Per the Guidelines of Public Procurement Policy Issued by Government of India:

9. RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA:

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority"

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' 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 person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or



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- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

i. 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 juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. 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 juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent 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.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

10. Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.



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- (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender without assigning any reason therefor.
- (iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.
- (iv) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and kept with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.
- (v) The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- (vi) Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction.



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SECTION-II

INSTRUCTIONS TO BIDDERS

1. Introduction

The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same.

2. Pre Bid Meeting

- A pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on **10/08/2021 at 11.00AM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before **09/08/2021 by 05.00PM**:

arvind.kumar@indianbank.co.in
franklin.b@indianbank.co.in
ashish.godbole@indianbank.co.in
jitendra.bharti@indianbank.co.in
kant.adlak@indianbank.co.in
ajayprasanth.s@indianbank.co.in
prashanth.k@indianbank.co.in

In case the Probable Bidder wants to participate in the Pre-Bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e **Rs. 2,000/-** (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed in schedule 8. MSEs are exempted for Bid cost (necessary proof has to be submitted). Bidders have to ensure that cost of bid document i.e. Rs. 2,000/- has already been remitted to the account as mentioned in Schedule 8, or dispatched through demand draft (Copy of demand draft to be attached), to the below mentioned address, before raising the queries through email:

Indian Bank, Head Office, 66, Rajaji Salai, 2nd Floor, Chennai- 600 001



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Such Bidders who have not chosen to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline/online mode (schedule 8) apart from uploading the scanned DD/Proof of e-transfer document during e-tendering.

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in websites: <https://www.indianbank.in> and <https://www.tenderwizard.in/indianbank> and informed vide mail to the bidders who have raised queries.

3. Bid Security Declaration & Cost of Bid Document

The Bidder shall furnish, bid security declaration as per Annexure-VI, certifying that they will not withdraw their bid during the period of bid validity specified in this RFP and will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

Cost of Bid Document **Rs.2,000/- (Rupees Two Thousand only)** along with technical bid to be submitted in the form of DD favouring Indian Bank, payable at Chennai, if not participated in the pre-bid meeting, or through electronic transfer as detailed in schedule 8.

MSE/NSIC registered bidders are exempted from submitting the bid security. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period, along with declaration as per Annexure -IX duly signed by company secretary/Director of the concerned enterprise.

4. Amendment of bidding documents

At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Document by modification(s) / amendment(s).

The amendments if any, will be published in the e-procurement website and will form part of the Bidding document.

5. Technical Bid

The Bidder shall furnish as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract, if its bid is accepted.

The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction that, the Bidder has the financial and technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements.

Any bid document not accompanied by the above will be rejected



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6. Financial Bid

1. The Bank finalize commercials through online reverse auction after evaluation of Part I after giving due notice to the technically qualified bidders.
2. The calling for quote does not confer any right on the bidder for being awarded any purchase order.

7. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder/s. The request for clarification and the response shall be in writing/by email, and no change in the substance of the bid shall be sought, offered, or permitted.

The Bidder shall make his/her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although certain information's are provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank reserves the right to accept or reject any/all tender in whole or in part without assigning any reason whatsoever. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

8. Evaluation Criteria

• General/Technical Evaluation

The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the RFP without material deviations.

The Bidder should satisfy all the Eligibility Criteria mentioned in Section III of this RFP.

The solution offered should meet all the Functional & Technical Specifications as stipulated in the bid.

The bidder should extend support for the quoted product for minimum of five years.

Bank reserves the right to visit bidder's premises for evaluation of the product to be provided.



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- **Commercial evaluation**

Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction to identify lowest quoted (L1) Bidder.

In the reverse auction, the bidder will be required to quote only total cost as mentioned in the commercial bid format (Part-II of RFP). The price quoted should be inclusive of all charges but exclusive of taxes only. The bidder who quotes lowest amount will be identified as successful bidder. The successful bidder has to submit price break up as per commercial bid format within two (2) days, post completion of reverse auction directly to Bank duly signed by the authorised signatory. The unit price for each line item should be comparable to prevailing market rates.



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SECTION-III

CONDITIONS OF CONTRACT

1) Period of Validity of Bids

Bids should remain valid for the period of 180 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

2) Project Timeline

The Delivery of the Licenses and software and implementing the solution should be made within six (6) weeks from the date of acceptance of purchase order.

3) Contract Period

Initially, the contract period shall be for a period of three years and will be reviewed annually, if necessary.

4) Liquidated Damages

If the Supplier fails to implement the solution or to perform the Services within the 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 0.5% of the Invoice price of software and services procured by you for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the implementation is not done in time, the Bank may consider termination of the contract.

5) Details of Requirement:

S. No.	Description	Period
1	Active Directory Management solution comprising of (a) Active Directory Management (b) Self-service portal (c) Auditing and accounting. All solutions should be from single OEM.	3 Years
2.	Two Onsite engineers support for 3 Years (One L1 and One L2)	3 Years



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6) Broad Scope of Work

- Management of Active Directory of the Bank
- Implementation of Active Directory Management solution including
 - a. Active directory Management
 - b. Self-service portal
 - c. Audit and accounting
- Onsite support by minimum of 2 support staff (One L1 & One L2 each) from 08:00 AM to 22:00 during all Bank working days (except National Holidays). However, the Shifts for Support Personnel are subject to change as per Bank's requirement.
- Bank will provide the required IT Infrastructure for implementation of the Active Directory Management solution. The tools (including necessary software licenses required for configuring the tools) will be supplied by the vendor for installing Active Directory Management solution.
- The bidder should provide the tentative specifications of the hardware, OS and required software licenses required at DC and DR while submitting the bid.
- Bidder has to setup similar Setup at DR Site Mumbai in line with that at DC Chennai.
- Vendor will provide a detailed formulated project plan with timelines for the implementation of the infrastructure.
- HLD and LLD of AD Management Solution.
- Vendor will provide knowledge transfer/ training to INDIAN BANK administration and engineering staff for administration services prior to completion of the engagement.
- The software supplied should be with one-year warranty and 2 years AMC/ATS.
- The Bank reserves the right to renew the software/license through the same vendor (successful bidder) or through a different vendor after 3 years.

7) Onsite Support:

The bidder has to provide onsite support (one L1 & one L2) and maintenance for a period of three years by posting two onsite engineers at Bank premises in Chennai all bank working days, and provide support in case of exigency.

Resource Details and Shift Timings

Chennai		
Resource Shift timings	L1 Resource	L2 Resource
0800 hrs. To 1600 hrs. *	1	0



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1400 hrs. To 2200 hrs. *	0	1
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* Except Bank National Holiday's

L3 Resource(s) to be engaged by Supplier as and when required for support.

Qualification: Onsite Support Engineers should have valid certification from Microsoft for Active Directory Management.

Engineer Qualifications:

Type	Role	Total required experience in years	Minimum qualifications
L1	1. Managing the AD Solution as per the RFP including support to users.	2	1. BE/B.Tech/MCA/M.Sc (Computer Science) 2. MCSE with Exam 70-742: Identity with Windows Server 2016
L2	Managing the AD Solution as per the RFP including support to users. Carry out upgrade/patching of solution as and when required. Ensure that the application is up and running 24x7x365	5	1. BE/B.Tech/MCA/M.Sc (Computer Science) 2. MCSE with Exam 70-742: Identity with Windows Server 2016, 70-744: Securing Windows Server 2016

Broad scope of work for Onsite Engineers:

- Maintaining Active Directory setup of the Bank which includes Domain controllers, internal DNS, Users & computers connected to Domain, Group Policy Management, Computer management for enabling users and access to end user systems, backup and restore of AD.
- Performing common responsibilities such as domain controller promotion and demotion, organizational unit setup, delegation of administration, group policy creation & modification.
- Administration of Active Directory Sites, subnets and schema changes.
- Certificate Installation & Management for Active Directory and applications integrated with Active Directory.
- Ensure security and compliance of the Active Directory environment.
- Dashboard for day to day activities, reports and Domain health check-up
- Automated User provisioning and Bulk User management



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- Automation of moving one-month Inactive AD account to disable state.
- Reviewer-Approver facility for Role based access and Real time notifications for the Administrative activities.
- Tracking the changes in Active Directory Objects
- Managing the Self-service portal for allowing end user to change password and Auditing of User/Admin activities.
- Integration facility for external applications/ databases and internal applications like SAP solution for HR management and internally developed applications.
- Manage Service Desk which includes attending calls from users and resolve the service tickets raised for issues related to Active Directory.
- Integrating Active Directory logs to SIEM and configuration with SOAR platforms.
- Integration of the solution with ITSM.
- Project documentation along with SOP for each activity in detail should be submitted.
- Onsite team will be responsible for remediating the issues related to AD/ AD Manager in strict timelines by themselves or raising the issue with the next level of technical support.
- Daily report need to be shared as per bank requirement along with input like health status of AD, Number of User added and deleted.
- Monthly report to be shared as per bank requirement with details like AD inactive user list, Health status, number of request received etc.
- Provide Onsite Support for DR drill activities at both ends i.e DC Chennai and DR Site Mumbai.
- Provide support for Promoting/Demoting of Domain Controllers/Active Directory related servers
- Provide active support for closure of the audit related observations raised by various authorities for AD/AD Manager by carrying out the necessary activities for compliance.

8) Service Level Agreement (SLA)

The SLA specifies the expected levels of service to be provided by the Supplier to the Bank. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying penalties.

Payments to the Supplier are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the



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parties i.e. The Bank and Supplier. The Supplier shall maintain the stated service levels to provide quality service. Supplier shall use automated tools to provide the SLA Reports. Supplier shall provide access to the Bank or its designated personnel to the tools used for SLA monitoring.

The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. The Supplier is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.

A Service Level violation will occur if the Supplier fails to meet Minimum Service Levels on a monthly basis for a particular Service Level.

There would be month wise SLAs and all SLA targets have to be met on a monthly basis.

Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise "Availability and Performance Report" will be provided by the Supplier for every quarter in the Bank suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to

Bank shall contain the summary of all incidents reported and associated performance measurement for that period.

SLA Definitions

□ "Availability" means the time for which the services and facilities are available for conducting operations on the solution including application and associated infrastructure.

□ Availability is defined as (%) = (Operation Hours – Unplanned Downtime) X 100%

(Operation Hours)

The operation hours are defined as 24/7 X 365.

"Downtime" is the actual duration for which the system was not able to service the Bank, due to System or Infrastructure failure as defined by the Bank and agreed by the Supplier.

"Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of the Bank.

"Incident" refers to any event / abnormalities in the functioning of the solution.

Penalty on non-adherence to SLAs

A) Penalty for Solution uptime

During the term of the contract, the supplier will maintain the solution in perfect working order and condition and for this purpose will provide the following services.



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S. No	Level of uptime per month for Active Directory Management Solution	Penalty Charges
1	99.50% and Above	NIL
2	98.00% and above but below 99.5%	1% of Support Cost and Subscription for one year for the solution.
3	95.00% and above but below 98.00%	3% of Support Cost and Subscription for one year for the solution.
4	90.00% and above but below 95.00%	5% of Support Cost and Subscription for one year for the solution.
5	Below 90.00%	10% of Support Cost and Subscription for one year for the solution.

B) Penalty for Administration and operations

1 SLA Definitions

No	SLA	Definition
1	AD Manager-Administration Service Levels	Proactive monitoring and intervention to minimize capacity bottlenecks and activities required to implement system capacity and operational usage change requests. Measurement for these components is as per scope.

2 SLA Targets

(C1 – Severity Level High; C2 – Severity Level Medium; C3 – Severity Level Low)

SI. No.	Activity	Severity	Service Categories	Value
1	Upgrade & Update	C3	Software/license updates, New versions	24 Hours
2	Monitoring (All Devices & solutions under scope)	C2	Continuous Monitoring of all the Servers	24x7x365
3	Reporting (All Devices & solutions under scope)	C2	Reports for availability, utilization, Traffic analysis, capacity planning.	Daily



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SI. No.	Activity	Severity	Service Categories	Value
4	Documentation (All Devices & solutions under scope)	C2	Complete documentation, Business Deliverables, Architecture, Site deployment layout with configuration details and IP addresses to maintained. Review and update -Monthly basis	Monthly
5	Availability (All Devices & solutions under scope)	C1	Availability of all the devices connected to Active Directory/ AD Manager	Daily
6	Performance (All Devices & solutions under scope)	C2	Performance matrix for all the Active Directory devices to be monitored and maintained.	Daily
7	RCA for incidents (downtimes or service outage) (All Devices & solutions under scope)	C1, C2	Root Cause Analysis (RCA) to be submitted for any type of incidents (downtimes or service outage) with respect to managed Active Directory devices .RCA need to be submitted within 24 Hours from the time of incident resolution for C1 and C2 major issues.	24 Hours
8			Consolidated report to be submitted - Monthly Basis	Monthly
9	O.S Hardening - Indian Bank Policy Compliance (All Devices & solutions under scope)	C2	All the Active Directory devices are required to be in compliance with respect to Indian Bank policy. Any exception must be reported and plan for closure submitted and executed.	Quarter
10	Backup Managed (All Security Devices Configuration)	C2	Backup Data to be maintained for 3 years for the changes done in AD Management solution with the necessary storage provided by the bank.	Daily
11	Audit points Closure (All Devices & solutions under scope)	C2	All the audit points closure feasible to be closed in :48 Hours	48 hours
12	License Management	C3	Complete tracking of licensed software and certificate used for Active Directory software provided. Report: Monthly	Monthly



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Penalty Terms for the above Activity

1. For Severity Level - C1 (A)

a) 1 incident – No Penalty

b) 2 to 5 incidents – 1% (Per incident) of yearly software support charges (purchased through RFQ) will be charged

c) Above 5 incidents – 1.5% (Per incident) of yearly software support charges (purchased through RFQ) will be charged

2. For Severity Level – C2 (B)

a) 1 to 3 incident – No Penalty

b) 4 to 10 incidents – 0.5% (Per incident) of yearly software support charges (purchased through RFQ) will be charged

c) Above 10 incidents – 0.75% (Per incident up to 10%) of yearly support charges (purchased through RFQ) will be charged

3. For Severity Level – C3 (C)

a) 1 incident (Per Year) – No Penalty

b) 2 to 20 incidents – 0.5% (Per incident) of yearly software support charges (purchased through RFQ) will be charged

c) Above 20 incidents – 0.75% (Per incident up to 10%) of yearly software support charges (purchased through RFQ) will be charged

Total penalty amount = 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.

C) SLA for manpower support

1. Based on the manpower requirement, the bidder should ensure to provide the required manpower by adequately provisioning staff to meet exigencies like leave or other absence. Whenever the regular working engineers are not able to attend the office, suitable replacement engineer should be provided as per the requirements. Such changes have to be informed to the bank at least one day in advance.

2. Onsite support should be capable of handling all the activities as listed in the Scope of Work and should have expert knowledge of all equipment's/software. No outsourcing of FM resources (or) third party contract employees of the Supplier will be entertained.

2. The Level 2 Engineer posted at Head Office would be the single point of contact for the Bank (SPOC) for day to day operational issues.

3. Vendor 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.

4. All the Engineers must possess the required qualifications as specified in the RFP.

5. Maximum of 12 days leave of absence in a year is admissible for engineers. For each day the engineer is absent, suitable substitute to be provided. The substitute so provided should have adequate skill set to handle the operations. If no substitute is provided for the



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period, penalty @ Rs.5,000/- 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.

6. Bank reserves the right to shift these support staff to other locations of the Bank, as per its requirement.

7. Resident Engineers as prescribed above should be provided exclusively for co-ordinating and sorting out any issues pertaining to Branches/Offices of Bank with regard to up-gradation/update of the proposed Security Solutions/Services over remote. All of them should be stationed at Chennai and they should be available as prescribed above on all Bank working days.

9) Bank's right to accept or reject any bid or all bids

Bank reserves its right to accept or reject any bid, and to annul the bidding process and reject any/all bid/s at any time prior to award of Contract.

If the service provided by the vendor is found unsatisfactory or if at any time during the period of contract it is found that the information provided for the contract or any claim is false or if irregularities shown by the vendor for applying for the contract, the Bank shall reserve the right to cancel the contract and remove such vendors from the contract without giving any notice to the vendor.

Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.

10) Eligibility Criteria

- a) The Bidder should be Public/Private Limited Company and should be having existence in India for the last 3 years (as on 31.03.2021). In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original limited company can be taken into account.
- b) The bidder should be OEM / authorized reseller for the items quoted for (Proof to be submitted). Either OEM or authorized resellers (SI) on behalf of OEM can bid in this RFP but not both.
- c) The Bidder should have Net profit during last three financial years of the bidder. (2018-19,2019-20,2020-21).
- d) The Bidder should not have been blacklisted currently by any Government Dept. / PSU / Banks.
- e) The annual turnover of the bidder should be more than Rs.5 crores during each of last three financial years. (2018-19, 2019-20 and 2020-21.)
- f) The Bidder should have Office in Chennai (Address proof to be provided).
- g) The bidder should have supplied or supporting the solution quoted to at least one client currently (reference to be provided).



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11) Terms of Payment

Milestone	License cost with ATS (In INR)	Implementation Cost (In INR)
Delivery and Installation of required Software Licenses	60% of the License cost of AD Management Solution	40% of the Implementation cost of Solution
Implementation of the solution in production	40% of the License cost of AD Management Solution	60% of the Implementation cost of Solution

- a. **Software license Cost with ATS covering onsite support and updates:** 60% payment (cost of software licenses with one-year warranty) will be made after delivery and installation of required Software Licenses and on submission of Bank Guarantee, Contract Form, Non-Disclosure Agreement (on Individual capacity and on behalf of the organization). The payment will be released within 15 days of submission of a request letter along with Invoice and delivery challan duly acknowledged by official of the Bank.
- b. **Software license Cost with ATS covering onsite support and updates:** 40% payment (cost of software licenses with one-year warranty) will be made on moving the solution to production
- c. The Software support cost for 2nd and 3rd year will be when due yearly in arrears.
- d. For onsite engineer payment will be released quarterly on arrear

12) Performance Security

- a. Within 15 days of issue of Purchase Order, the Successful Bidder shall furnish to the Bank the Performance Security equivalent to 3% of the contract value in the form of a Bank Guarantee, valid for 42 months with further one year claim period, in the format enclosed (Annexure-IV).
- b. The performance security submitted by the supplier shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.
- c. The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.
- d. Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the



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award and forfeiture of the bid security, in which event the Bank may call for new bids.

13) Negotiation

Bank reserves the right to negotiate the L1 Price quoted by the vendors under exceptional circumstances.

14) Limitation of Liability

Supplier 's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.

This limit shall not apply to third party claims for

- a. IP Infringement indemnity
- b. Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.

15) Indemnity Clause

If at the time of bidder/vendor supplying, installing the Hardware/Software and Support in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified in that behalf.

16) Disclaimer

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

This RFP is not an agreement by the Authority to the prospective Bidders or any other person. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses



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incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the 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 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.

This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

17) Patent Rights

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

18) IT Act 2000

The equipment's to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

19) Intellectual Property 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.

Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.



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In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.

The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.

20) Acceptance of Purchase Order

Vendor has to submit the acceptance of the purchase order within 7 days from the issue of Purchase order, duly signed by the authorized signatory.

21) Signing of Contract Form & NDA & SLA

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract form (Annexure-III), Non-Disclosure Agreement (NDA) (Annexure-V) & Service Level Agreement (SLA) (Annexure-VII) and return it to the Bank.

22) Settlement of Disputes

- a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- b. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.



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c. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

(a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

(f) Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b. the Bank shall pay the supplier any monies due to the supplier.

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



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23) Jurisdiction

Any dispute arising out of this order will be under the jurisdiction of Courts of law in Chennai.

24) Applicable Law

Laws of India and any other guidelines having the force of law in India will be applicable.

25) Termination for Convenience

The Bank, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26) Termination for Default

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

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

'For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar



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to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

27) Force Majeure

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

28) Confidentiality

The supplier will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. **After termination of the contract also they should not divulge any data / information.**

The supplier will have to enter into a Non-Disclosure agreement (Annexure-V) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

The selected bidder and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.



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The selected Bidder and its employees 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 successful Bidder under this contract or existing at any Bank location. The successful Bidder shall 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 successful Bidder shall 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 successful Bidder under this contract or existing at any Bank location.

29) Negligence

In connection with the work or contravenes the provisions of other Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

30) Assignment

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

31) Use of Contract Documents and Information

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

The Selected bidder shall not, without the Purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.



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32) Other Terms & Conditions

- The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
- Successful bidder/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.
- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid.
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore
- The service provider has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.
- Performance issues to be solved by the supplier without any additional cost to the bank.
- Supplier has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements.



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SECTION-IV
INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. GENERAL

These Instructions for e-Tendering supplement other terms and conditions of this tender.

2. INSTRUCTIONS

2.1. RULES FOR WEB PORTAL ACCESS

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.in/indianbank> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.



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9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 3, however physical documents, to be submitted offline, can be submitted on the next working day up to the appointed time as mentioned in schedule 3 (i.e. till 3.00 PM on the next working day). Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

2.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://www.tenderwizard.in/indianbank>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) The registered User will receive the Activation link on the registered Email id. The user is now required to activate by clicking on "Click Here" link sent to registered Email id
- c) Login with the User id and Password to the e-tendering Portal where the registered users are required to upload the scan copy of the PAN Card and GST Registration certificate to map the DSCs
- d) After the Signing and Encryption/Decryption certificates are mapped to the login ID and successful verification of Encryption/Decryption, go to event management and proceed for bidding process by uploading necessary documents
- e) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

Note: Please contact M/s. Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.



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Support Desk Contact Details

M/s. Antares Systems Limited
#24, Sudha Complex, 3rd Stage, 4th Block
Basaveshwaranagar, Bangalore – 560 079.
Support Contact No. 080-40482100, 99432 77499
Support Email: gunaseelan.m@antaressystems.com

2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- a. Eligibility Criteria, along with all supporting documents required.
- b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents and product literature in support of Technical specifications.
- d. Relevant brochures
- f. Compliance to Technical Specifications as per Technical Bid.
- g. Any other information sought by the Bank with relevant to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

2.4. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.



Ref: CO/ITD/994/R1/2021-22

2.5. OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.

a) DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 8)

Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document.

The bidder is requested to submit the original documents in a Sealed Envelope on or before 27/08/2021, 03.00 PM to the address mentioned under schedule 3 of this tender. The envelope shall be super scribed as "**Request for Proposal (RFP) for Procuring Active Directory Management Solution for Maintaining Active Directory of the Bank**" and the words 'DO NOT OPEN BEFORE (27/08/2021 at 03.30 PM)'.

2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://www.tenderwizard.in/indianbank>), click on System Requirement Manual/ User Manual.

The following 'Four Key Instructions' for bidders must be assiduously adhered to

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- b. Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c. Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- d. Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.



Ref: CO/ITD/994/R1/2021-22

SECTION-V

PART I - Functional and Technical Requirements

Date:

The Asst. General Manager
CO: Information Technology Department
Indian Bank
254-260 Avvai Shanmugam Salai
Chennai 600 014.

Dear Sirs,

Sub: Request for Proposal for Procuring Active Directory Management solution and maintaining Active Directory of the Bank.

Ref: Your RFP No. CO/ITD/994/R1/2021-22 dated 04.08.2021.

Referring to your above RFP, we submit the compliance details of the specifications given below:

1. TECHNICAL SPECIFICATIONS – Active Directory Management solution

Make of Software _____

(a) User and Administrator

S.No	Description	Specification	Complied (Yes/No)
1.1	User Management	<ul style="list-style-type: none"> Create, modify, move, unlock, enable/disable, delete, and restore the Single/Bulk Users without using any manual scripts. Feasible to integrate with HRM SAP Server. User Self Service portal to reset password and to unlock the account on their own. Delete the accounts automatically on expiry of validity period. Facilitates notification to concerned users on completion of the execution of a task. Provision user accounts in bulk and assign them the privileges they need, all in one action. Provide just in time (JIT) privileged access to users through automations and workflows. 	



Ref: CO/ITD/994/R1/2021-22

S.No	Description	Specification	Complied (Yes/No)
		<ul style="list-style-type: none"> Automatically lock down privileged accounts that are inactive for a period of time. Create privileged roles for task delegation, and audit the actions performed by these delegates, including what action was performed on what object and when. Allow users to request access to privileged groups. Enhance security of privileged accounts by enabling multi-factor authentication. Protect privileged accounts from password attacks by enabling advanced password policy requirements, including a dictionary rule. 	
1.2	Computer Management	<ul style="list-style-type: none"> Create, modify, move, manage, enable/disable, delete, and restore the Single/Bulk Computers without using any manual scripts. 	
1.3	Group Management	<ul style="list-style-type: none"> Create, modify, move, and delete the Single/Bulk Groups without using any manual scripts. 	
1.4	OU Management	<ul style="list-style-type: none"> Create, modify, move and delete the Single/Bulk OUs without using any manual scripts. 	
1.5	GPO Management	<ul style="list-style-type: none"> Create, modify, and manage the GPOs Link the GPOs to Users/Computers/Groups/OUs. 	
1.6	Delegation Management	<ul style="list-style-type: none"> Define the roles for User, Technician and Admin. Provide restricted privileges for a Technician to perform only specific tasks/roles. 	
1.7	Administrator Management	<ul style="list-style-type: none"> Review-Approve facility for all admin activities. Privileged access for Users 	
1.8	Administration Maker - Checker	The system should have the ability to build a customized workflow structure, with required number of workflow agents appropriate to organization needs	



Ref: CO/ITD/994/R1/2021-22

S.No	Description	Specification	Complied (Yes/No)
		Maker and Checker should be configured for all changes Maker – Representative of successful bidder Checker – Bank Official	
1.9	Clean up	The cleanup should be configured to run every month are as and when required to remove the users based on certain conditions and consolidated task reports to be sent to relevant stakeholders upon cleanup	
1.10	Role-based access and privileged access control	Should be configurable with roles that can be used to delegate tasks to help desk technicians and other department members. Bank should be able to create custom role to delegate tasks to a single or a group of users. For example, admins can delegate user modification and deprovisioning to HR/line managers. Reset password and account unlock tasks can be delegated to help desk technicians without elevating their privileges in the target system or application.	
1.11	Total Users	Approximately 50000 user accounts to be managed. However the software should be provided for managing unlimited users	
1.12	Administrators	Minimum 8 concurrent Administrators with various roles should be configurable to administer the system.	

B. Reports :

S.No.	Description	Specification	Complied (Yes/No)
1.13	User Reports	<ul style="list-style-type: none"> Generate report on, <ul style="list-style-type: none"> i. Total no. Of Users ii. Active and Inactive Users iii. Last logon Users iv. Account expired Users v. Account never expire Users vi. Users in Group/OU vii. Locked out Users. viii. Account disabled Users ix. GPOs linked to Users 	



Ref: CO/ITD/994/R1/2021-22

S.No.	Description	Specification	Complied (Yes/No)
		x. User Object History (Recently created, modified, deleted, moved, enabled/disabled)	
1.14	Computer Reports	<ul style="list-style-type: none"> Generate report on, <ol style="list-style-type: none"> Total no. Of Computers Active and Inactive Computers Last logon Computers OS version of Computers Enabled and Disabled Computers Computers in Group/OU GPOs linked to Computers Computer Object History (Recently created, modified, deleted, moved, enabled/disabled) 	
1.15	Group Reports	<ul style="list-style-type: none"> Generate report on, <ol style="list-style-type: none"> Total no. Of Groups Members of Group GPOs linked to Group Security and Distribution Groups Group Object History (Recently created, modified, deleted, moved, enabled/disabled) 	
1.16	OU Reports	<ul style="list-style-type: none"> Generate report on, <ol style="list-style-type: none"> Total no. Of OUs Members of OU GPOs linked to OU OU Object History (Recently created, modified, deleted, moved, enabled/disabled) 	
1.17	GPO Reports	<ul style="list-style-type: none"> Generate report on, <ol style="list-style-type: none"> Total no. Of GPOs 	



Ref: CO/ITD/994/R1/2021-22

S.No.	Description	Specification	Complied (Yes/No)
		ii. GPOs linked to OU iii. GPO History (Recently created, modified, deleted)	
1.18		Use built-in reports to gain in-depth visibility into the privileged permissions held by users and groups, including users who gained privileged access by being part of nested groups	
1.19	Delegation Reports	Report on User/Technician/Admin delegated activities	

Ref: CO/ITD/994/R1/2021-22

2. TECHNICAL SPECIFICATIONS – Self-service portal

S.No	Description	Specification	Complied (Yes/No)
2.1	Portal	Self-service portal software to be provided by the bidder and managed.	
2.2	Integration	The Portal should be integrated with SMS and Email gateways.	
2.3	Function	Allows users to reset their forgotten passwords and unlock locked-out accounts, without IT assistance on their own.	
2.4	enforcement	Put users through stringent authentication techniques every time they attempt a self-service password reset or account unlock.	
2.5	New User	New user accounts should be allowed use of self-service portal by verifying an employee's identity with information provided by them during the enrolment process. Verification options include security questions and answers, verification codes, RADIUS, AD security Q&A, and mobile app authenticator (fingerprint-based; push notifications; and one-time passcodes, or OTPs). Each of these verification methods feature powerful customization options	
2.6	Existing user	Existing users need to enrol with any combination of the multi-factor authentication techniques enabled by the IT admin. Verification options include security questions and answers, verification codes, RADIUS, AD security Q&A, and mobile app authenticator (fingerprint-based; push notifications; and one-time passcodes, or OTPs). After the user verifies their identity, they will be allowed to perform the requested self-service actions. Each of these verification methods feature powerful customization options	



Ref: CO/ITD/994/R1/2021-22

3. TECHNICAL SPECIFICATIONS – Auditing Software

S.No	Description	Specification	Complied (Yes/No)
3.1	Requirement	It should have a comprehensive auditing module that monitors user and admin activities across AD.	
3.2	Logging and reporting	All changes are captured in real-time and displayed in reports for easier understanding of who made what change, when, and from where	
3.3	Alerts	Admins should be able to configure notifications for a specific set of events. When the event takes place, they will receive email or SMS alerts instantly so that they can respond to the event immediately	
3.4	Compatibility	The audit reports should be easily exported to various reusable file formats including PDF, HTML and XLSX.	
3.5	Scheduling	The reports should also be scheduled to be automatically delivered to relevant stakeholders at specific intervals	
3.6	Customization	The predefined reports should be customizable and entirely new set of custom reports should be created using just point and click actions	
3.7	Logging	Should log the activities for three years	
3.8	Logging in AD server	Changes in AD Server software should be logged and maintained for three years. Necessary storage will be provided by the bank.	

Ref: CO/ITD/994/R1/2021-22

4 AD Backup and recovery

S. No	Description	Specification	Complied (Yes/No)
4.1	Backup	Facilitate backup of entire Active Directory setup including users and rights data	
4.2	Recovery	Automates the entire recovery process, including rebuilding the global catalogue & FSMO Role DCs	
4.3		Support Active directory bare metal recovery	
4.4	Restoration	Perform clean Active Directory restore, by preventing reintroduction of rootkits and other malware	
4.5		Recovery solution must be enabled with automated backups, quick compare of backup to current values of AD to pinpoint differences, and instantly recover the desired data	
4.6		Recovery solution support single user and object recovery	

Ref: CO/ITD/994/R1/2021-22

5 General and compliance requirements

S.No	Description	Specification	Complied (Yes/No)
5.1	Security Audit	Should perform Security audit quarterly and report on Who has access to what? ✓Steps to tighten up security and pass the audit? ✓Details of User delegated rights in Active Directory?	
5.2	Compliance to Audit reports	Should fix all audit findings reported by the bank internal and external auditors at the earliest and before the period mutually agreed.	
5.3	Patching and upgrade	The Solutions including the software supplied should be upgraded to the new version released by the OEM if any. The patches released should be applied within 30 days	
5.4	Vulnerability fixing	If any vulnerability is noticed or reported by anyone on the software solution same should be fixed within a week. If the vulnerability is critical a work around or fix to be provided immediately and not later than 24 hours	
5.5	BCP Requirements	The application to be installed and maintained at both DC and DR.	
5.6	DR Drills	Testing the BCP solution between DC and DR should be done as per bank policy. (Currently once in quarter)	

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 comply with all requirements, specifications, terms and conditions mentioned in the Bid Document except for the deviations mentioned above.

We agree for the time frame for completion of activities as per your above bid.

We agree to the terms of payment mentioned in your bid.



Ref: CO/ITD/994/R1/2021-22

We submit that we shall abide by your terms and conditions governing the quotation.

i. We submit that the details given above are true to the best of our knowledge.

For

Office Seal

(Authorised Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:



Ref: CO/ITD/994/R1/2021-22

PART - II

Commercial Bid (To be submitted after Online Reverse Auction)

The Asst. General Manager
 CO: Information Technology Department
 Indian Bank
 254-260 Avvai Shanmugam Salai
 Chennai 600 014.

Dear Sirs,

Sub: Request for Proposal for Procuring Active Directory Management solution and maintaining Active Directory.

Ref: 1. Your RFP No. CO/ITD/994/R1/2021-22 dated 04.08.2021.
 2. Online Reverse Auction Dated _____

Further to the online reverse auction conducted on _____, we submit hereunder the price details for Request for Proposal for Providing Active Directory Management solution and maintaining Active Directory of the Bank as per the specifications given in Part-I.

S.No	Item Description	Quantity (X)	Unit Price(INR) (Y)	Total Price(INR) Z = (X * Y)
A	Software			
1	Total cost Providing Active Directory Management solution with required licenses and maintaining Active Directory of the Bank with one year warranty	1		
2	Cost for AMC/ATS for the software mentioned in column(a) for 2 nd Year	1		
3	Cost for AMC/ATS for the software mentioned in column(a) for 3 rd Year	1		
	Total(A)			



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B	ONE TIME IMPLEMENTATION			
1	One time Installation & Implementation Charges			
	Total(B)			

C. Cost of onsite support

Manpower Cost			
1	Manpower cost for 1 Nos. of L1 engineer	Period	Price *exclusive of taxes Rs.
2	First year	1	
3	Second Year	1	
4	Third Year	1	
5	Total cost for 1 Nos. of L1 engineer seats for three years		
6	Manpower cost for 1 No. of L2 engineer		
7	First year	1	
8	Second Year	1	
9	Third Year	1	
10	Total cost for 1 No. of L2 Engineer 3 years		
11	Total(C=5+10)		

Total Manpower cost for L1 and L2 engineers (Amount as per S.No.11)=

Total Cost to be quoted in reverse auction [A+B+C] = Rs. _____

* Price is inclusive of all charges but exclusive of taxes. TDS if any, will be deducted from the payment.

Total Amount in words: Rupees _____

We submit that we shall abide by the details given above and terms and conditions given in Bid document.



Ref: CO/ITD/994/R1/2021-22

For

Office Seal

(Authorized Signatory)

Place:
Date:

Name:
Designation:
Mobile No:
Business Address:
Telephone No:
E-mail ID:



Ref: CO/ITD/994/R1/2021-22

ANNEXURE -I

1. BID FORM

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: Request for Proposal for Procuring Active Directory Management solution and maintaining Active Directory.

Ref: Your RFP No. CO/ITD/994/R1/2021-22 dated 04.08.2021

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 and provide the services 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 3% 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 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, 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.



Ref: CO/ITD/994/R1/2021-22

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 2021

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email



Ref: CO/ITD/994/R1/2021-22

Annexure -II

SELF DECLARATION – BLACKLISTING

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

Dear Sir,

Sub: Request for Proposal for Procuring Active Directory Management solution and maintaining Active Directory.

Ref: Your RFP No. CO/ITD/994/R1/2021-22 dated 04.08.2021

We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:



Ref: CO/ITD/994/R1/2021-22

Annexure-III

CONTRACT FORM

THIS AGREEMENT made theday of.....2021 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Supplier) 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. for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the Conditions of Contract;
- (e) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:



Ref: CO/ITD/994/R1/2021-22

Particulars	Amount in Rs.

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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:.....



Ref: CO/ITD/994/R1/2021-22

Annexure-IV

Performance Security Format

Bank Guarantee No.

Date:

To: INDIAN BANK,
Corporate Office, Chennai
INDIA

WHEREAS (Name of Supplier)
hereinafter called "the Supplier") has undertaken, in pursuance of Contract No.....
dated,.....to.....(Description of Goods
and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall
furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as
security for compliance with the Supplier's performance obligations in accordance with the
Contract including Maintenance and Repairs of the entire system including cost of spares
during warranty period.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf
of the Supplier, up to a total of
(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your
first written demand declaring the Supplier to be in default under the Contract and without
cavil or argument, any sum or sums within the limit of (Amount of
Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for
your demand or the sum specified therein.

This guarantee is valid until theday of.....2021

Signature of Authorized Official with Seal

.....

Date.....2021

Address:.....

NOTE:

1. Supplier should ensure that seal and code no of the signatory is put by the bankers,
before submission of the bank guarantee.
2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp
Paper of requisite value.



Ref: CO/ITD/994/R1/2021-22

Annexure-V
NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of.....2021 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, AvvaiShanmugamSalai, 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 "Supplier" which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interalia engaged in the business of providing the services for Active Directory Management solution

M/s..... Limited has been engaged in the business of providing the services for Active Directory Management solution.

The parties have entered into agreement dated _____ for providing the services for Active Directory Management solution"(herein after referred to as "purpose") and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

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 Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and

include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

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



Ref: CO/ITD/994/R1/2021-22

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 there from, 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



Ref: CO/ITD/994/R1/2021-22

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 the 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



Ref: CO/ITD/994/R1/2021-22

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 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

Any dispute arising out of this order will be under the jurisdiction of Courts of Law 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

BANK _____

M/s _____



Ref: CO/ITD/994/R1/2021-22

Annexure-VI
BID SECURITY DECLARATION

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

Dear Sir,

Sub: RFP for Procuring Active Directory Management Solution for Maintaining Active Directory.

Ref: Your RFP No. CO/ITD/994/R1/2021-22 dated 04.08.2021.

We declare that, we will not withdraw our bid during the period of bid validity specified in this RFP and we will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



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Annexure-VII
SERVICE LEVEL AGREEMENT

THIS AGREEMENT made theday of.....,2021 between Indian Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Corporate Office at 254-260, Avvai Shanmugam Salai, Chennai 600 014 (hereinafter "the purchaser/Bank") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns, of the one part and

M/s,("Name of Supplier") (hereinafter called "The Supplier") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns, of the other part :

WHEREAS the Bank invited bids vide RFP.No..... for..... (Brief Description of Services to be mentioned) (hereinafter referred to as "the said services") and has finalized and accepted the bid submitted by the Supplier for the provision of the said services

Now therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto more fully agree that supplier shall provide the said services as per the terms provided hereunder.

NOW THIS SERVICE LEVEL AGREEMENT WITNESSETH AS FOLLOWS:

- The SLA specifies the expected levels of service to be provided by the Supplier to the Bank. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying penalties.

Payments to the Supplier are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. The Bank and Supplier. The Supplier shall maintain the stated service levels to provide quality service. Supplier shall provide access to the Bank or its designated personnel to the tools used for SLA monitoring.

The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. The Supplier is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.

A Service Level violation will occur if the Supplier fails to meet Minimum Service Levels on a monthly basis for a particular Service Level.

There would be month wise SLAs and all SLA targets have to be met on a monthly basis.

Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise "Availability and Performance Report" will be provided by the Supplier for every quarter in the Bank suggested format and a review



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shall be conducted based on this report. Availability and Performance Report provided to Bank shall contain the summary of all incidents reported and associated performance measurement for that period.

SLA Definitions

□ “Availability” means the time for which the services and facilities are available for conducting operations on the solution including application and associated infrastructure.

□ Availability is defined as (%) = (Operation Hours – Unplanned Downtime) X 100%

 (Operation Hours)

The operation hours are defined as 24/7 X 365.

“Downtime” is the actual duration for which the system was not able to service the Bank, due to failure of the software solution or due to configuration of the software solution by the onsite engineers as defined by the Bank and agreed by the Supplier.

“Scheduled Maintenance Time” shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of the Bank.

“Incident” refers to any event / abnormalities in the functioning of the solution.

Penalty on non-adherence to SLAs

C) Penalty for Solution uptime

During the term of the contract, the supplier will maintain the solution in perfect working order and condition and for this purpose will provide the following services.

S. No	Level of uptime per month for Active Directory Management Solution	Penalty Charges
1	99.50% and Above	NIL
2	98.00% and above but below 99.5%	1% of Support Cost and Subscription for one year for the solution.
3	95.00% and above but below 98.00%	3% of Support Cost and Subscription for one year for the solution.
4	90.00% and above but below 95.00%	5% of Support Cost and Subscription for one year for the solution.
5	Below 90.00%	10% of Support Cost and Subscription for one year for the solution.



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D) Penalty for Administration and operations

1. SLA Definitions

No	SLA	Definition
1	AD Manager-Administration Service Levels	Proactive monitoring and intervention to minimize capacity bottlenecks and activities required to implement system capacity and operational usage change requests. Measurement for these components is as per scope.

2. SLA Targets

(C1 – Severity Level High; C2 – Severity Level Medium; C3 – Severity Level Low)

SI. No.	Activity	Severity	Service Categories	Value
1	Upgrade & Update	C3	Software/license updates, New versions	24 Hours
2	Monitoring (All Devices & solutions under scope)	C2	Continuous Monitoring of all the Servers	24x7x365
3	Reporting (All Devices & solutions under scope)	C2	Reports for availability, utilization, Traffic analysis, capacity planning.	Daily
4	Documentation (All Devices & solutions under scope)	C2	Complete documentation, Business Deliverables, Architecture, Site deployment layout with configuration details and IP addresses to maintained. Review and update -Monthly basis	Monthly
5	Availability (All Devices & solutions under scope)	C1	Availability of all the devices connected to Active Directory in AD Manager.	Daily
6	Performance (All Devices & solutions under scope)	C2	Performance matrix for all the Active Directory devices to be monitored and maintained.	Daily



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SI. No.	Activity	Severity	Service Categories	Value
7	RCA for incidents (downtimes or service outage) (All Devices & solutions under scope)	C1, C2	Root Cause Analysis (RCA) to be submitted for any type of incidents (downtimes or service outage) with respect to managed Active Directory devices .RCA need to be submitted within 24 Hours from the time of incident resolution for C1 and C2 major issues	24 Hours
			Consolidated report to be submitted - Monthly Basis	Monthly
8	O.S Hardening - Indian Bank Policy Compliance (All Devices & solutions under scope)	C2	All the Active Directory devices are required to be in compliance with respect to Indian Bank policy. Any exception must be reported and plan for closure submitted and executed.	Quarter
9	Backup Managed (All Security Devices Configuration)	C2	Backup Data to be maintained for 3 years for the changes done in AD Management solution with the necessary storage provided by the bank.	Daily
10	Audit points Closure (All Devices & solutions under scope)	C2	All the audit points closure feasible to be closed in :48 Hours	48 hours
11	License Management	C3	Complete tracking of licensed software and certificate used for Active Directory software provided. Report: Monthly	Monthly

Penalty Terms for the above Activity

1. For Severity Level - C1 (A)

a) 1 incident – No Penalty

b) 2 to 5 incidents – 1% (Per incident) of yearly software support charges (purchased through RFQ) will be charged



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c) Above 5 incidents – 1.5% (Per incident) of yearly software support charges (purchased through RFQ) will be charged

2. For Severity Level – C2 (B)

a) 1 to 3 incident – No Penalty

b) 4 to 10 incidents – 0.5% (Per incident) of yearly software support charges (purchased through RFQ) will be charged

c) Above 10 incidents – 0.75% (Per incident up to 10%) of yearly support charges (purchased through RFQ) will be charged

3. For Severity Level – C3 (C)

a) 1 incident (Per Year) – No Penalty

b) 2 to 20 incidents – 0.5% (Per incident) of yearly software support charges (purchased through RFQ) will be charged

c) Above 20 incidents – 0.75% (Per incident up to 10%) of yearly software support charges (purchased through RFQ) will be charged

Total penalty amount = 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.

C) SLA for manpower support

1. Based on the manpower requirement, the bidder should ensure to provide the required manpower by adequately provisioning staff to meet exigencies like leave or other absence. Whenever the regular working engineers are not able to attend the office, suitable replacement engineer should be provided as per the requirements. Such changes has to be informed to the bank at least one day in advance.

2. Onsite support should be capable of handling all the activities as listed in the Scope of Work and should have expert knowledge of all equipment's/software. No outsourcing of FM resources (or) third party contract employees of the Supplier will be entertained.

3. The Level 2 Engineer posted at Head Office would be the single point of contact for the Bank (SPOC) for day to day operational issues.

4. Vendor 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.

5. All the Engineers must possess the required qualifications as specified in the RFP.

6. Bank reserves the right to shift these support staff to other locations of the Bank, as per its requirement.



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7. Resident Engineers as prescribed above should be provided exclusively for co-ordinating and sorting out any issues pertaining to Branches/Offices of Bank with regard to up-gradation/update of the proposed Security Solutions/Services over remote. All of them should be stationed at Chennai and they should be available as prescribed above on all Bank working days.

- **Project Timeline**

The Delivery of the Licenses and software and implementing the solution should be made within six (6) weeks from the date of acceptance of purchase order.

- **Contract Period**

Initially, the contract period shall be for a period of three years and will be reviewed annually, if necessary. Either party may terminate the contract by giving notice of 6 months after completion of one year from the date of contract.

- **Liquidated Damages**

If the Supplier fails to implement the solution or to perform the Services within the 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 0.5% of the Invoice price of software and services procured by you for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the implementation is not done in time, the Bank may consider termination of the contract.

- **Details of License Required**

S. No.	Description	Period
1	Active Directory Management solution comprising of (a) Active Directory Management (b) Self-service portal (c) Auditing and accounting. All solutions should be from single OEM.	3 Years
2.	Onsite engineers support for 3 Years (One L1 and One L2)	3 Years

- **Broad Scope of Work**

- Management of Active Directory of the Bank
- Implementation of Active Directory Management solution including
 - a. Active directory Management



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- b. Self-service portal
- c. Audit and accounting

- Onsite support by minimum of 2 support staff (One L1 & One L2 each) from 08:00 AM to 22:00 during all Bank working days (except National Holidays). However, the Shifts for Support Personnel are subject to change as per Bank's requirement.
- Bank will provide the required IT Infrastructure for implementation of the Active Directory Management solution. The tools (including necessary software licenses required for configuring the tools) will be supplied by the vendor for installing Active Directory Management solution.
- The bidder should provide the tentative specifications of the hardware, OS and required software licenses required at DC and DR while submitting the bid.
- Bidder has to setup similar Setup at DR Site Mumbai in line with that at DC Chennai.
- Vendor will provide a detailed formulated project plan with timelines for the implementation of the infrastructure.
- HLD and LLD of AD Management Solution.
- Vendor will provide knowledge transfer/ training to INDIAN BANK administration and engineering staff for administration services prior to completion of the engagement.
- The software supplied should be with one-year warranty and 2 years AMC/ATS.
- The Bank reserves the right to renew the software/license through the same vendor (successful bidder) or through a different vendor after 3 years.

• **Onsite Support:**

The bidder has to provide onsite support (one L1 & one L2) and maintenance for a period of three year by posting two onsite engineers at Bank premises in Chennai all bank working days, and provide support in case of exigency.

Resource Details and Shift Timings

Chennai		
Resource Shift timings	L1 Resource	L2 Resource
0800 hrs. To 1600 hrs. *	1	0
1400 hrs. To 2200 hrs. *	0	1

* Except Bank National Holiday's

L3 Resource(s) to be engaged by Supplier as and when required for support

Qualification: Onsite Support Engineers should have valid certification from Microsoft for Active Directory Management.



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Engineer Qualifications:

Type	Role	Total required experience in years	Minimum qualifications
L1	1. Managing the AD Solution as per the RFP including support to users.	2	1. BE/B Tech 2.MCSE with Exam 70-742: Identity with Windows Server 2016
L2	Managing the AD Solution as per the RFP including support to users. Carry out upgrade/patching of solution as and when required. Ensure that the application is up and running 24x7x365	5	1. BE/B Tech/MCA/MSC Computer Science 2.MCSE with Exam 70-742: Identity with Windows Server 2016, 70-744: Securing Windows Server 2016

Broad scope of work for Onsite Engineers:

- Maintaining Active Directory setup of the Bank which includes Domain controllers, internal DNS, Users & computers connected to Domain, Group Policy Management, Computer management for enabling users and access to end user systems, backup and restore of AD.
- Performing common responsibilities such as domain controller promotion and demotion, organizational unit setup, delegation of administration, group policy creation & modification.
- Administration of Active Directory Sites, subnets and schema changes.
- Certificate Installation & Management for Active Directory and applications integrated with Active Directory.
- Ensure security and compliance of the Active Directory environment.
- Dashboard for day to day activities, reports and Domain health check-up
- Automated User provisioning and Bulk User management
- Automation of moving one month Inactive AD account to disable state.



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- Reviewer-Approver facility for Role based access and Real time notifications for the Administrative activities.
- Tracking the changes in Active Directory Objects
- Managing the Self-service portal for allowing end user to change password and Auditing of User/Admin activities.
- Integration facility for external applications/ databases and internal applications like SAP solution for HR management and internally developed applications.
- Manage Service Desk which includes attending calls from users and resolve the service tickets raised for issues related to Active Directory.
- Integrating Active Directory logs to SIEM and configuration with SOAR platforms.
- Integration of the solution with ITSM.
- Project documentation along with SOP for each activity in detail should be submitted.
- Onsite team will be responsible for remediating the issues related to AD/ AD Manager in strict timelines by themselves or raising the issue with the next level of technical support.
- Daily report need to be shared as per bank requirement along with input like health status of AD, Number of User added and deleted.
- Monthly report to be shared as per bank requirement with details like AD inactive user list, Health status, number of request received etc.
- Provide Onsite Support for DR drill activities.
- Provide Onsite Support for DR drill activities at both ends i.e DC Chennai and DR Site Mumbai.
- Provide active support for closure of the audit related observations raised by various authorities for AD/AD Manager by carrying out the necessary activities for compliance.

➤ **Limitation of Liability**

Supplier 's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time,



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means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.

This limit shall not apply to third party claims for

- c. IP Infringement indemnity
- d. Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.

➤ **Indemnity Clause**

If at the time of bidder/vendor supplying, installing the Hardware/Software and Support in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified in that behalf.

➤ **Disclaimer**

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

This RFP is not an agreement by the Authority to the prospective Bidders or any other person. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the 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 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



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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.

This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

➤ **Patent Rights**

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

➤ **IT Act 2000**

The equipment's to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

➤ **Intellectual Property 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.

Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.



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The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.

➤ **Settlement of Disputes**

d. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

e. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

f. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

(e) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

(f) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks'



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Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

(g) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(h) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(g) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

(h) Notwithstanding any reference to arbitration herein,

- c. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- d. the Bank shall pay the supplier any monies due to the supplier.

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

➤ **Jurisdiction**

Any dispute arising out of this order will be under the jurisdiction of Courts of law in Chennai.

➤ **Applicable Law**

Laws of India and any other guidelines having the force of law in India will be applicable.

➤ **Termination for Convenience**

The Bank, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.



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➤ **Termination for Default**

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

- d. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- or
- e. if the Supplier fails to perform any other obligation(s) under the Contract.
- f. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

➤ **Force Majeure**

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, “Force Majeure” means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten)



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days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

➤ **Confidentiality**

The supplier will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. **After termination of the contract also they should not divulge any data / information.**

The supplier will have to enter into a Non Disclosure agreement (Annexure-V) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

The selected bidder and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

The selected Bidder and its employees 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 successful Bidder under this contract or existing at any Bank location. The successful Bidder shall 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 successful Bidder shall 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 successful Bidder under this contract or existing at any Bank location.

➤ **Negligence**

In connection with the work or contravenes the provisions of other Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such



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eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

➤ **Assignment**

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

➤ **Use of Contract Documents and Information**

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

The Selected bidder shall not, without the Purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

➤ **Other Terms & Conditions**

- The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
- Successful bidder/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors



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etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.

- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid.
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore
- The service provider has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.
- Performance issues to be solved by the supplier without any additional cost to the bank.
- Supplier has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements.

The supplier will have to enter into a Non-Disclosure agreement (As per the format mentioned in RFP) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

The following documents shall be deemed to be form and be read and construed as part and parcel of this agreement viz;

- a) RFP No.....dated.....for.....
- b) The Bid Form and the price schedule submitted by the Bidder
- c) The Purchaser's notification of award
- d) Contract form dated

In the event of any conflict between the RFP and this Agreement, the provisions contained in the RFP shall prevail over this agreement.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.



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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:.....



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Annexure - VIII

MANUFACTURERS' AUTHORIZATION FORM

No. _____

Dated _____

To _____

Dear Sir:

RFP No. _____ dated _____

We who are established and reputable manufacturers/producers of _____

Having factories/ development facilities at _____

_____ (address of factory/ facility) do hereby authorize M/s _____ (Name and address of the bidder) to submit a Bid, and sign the contract with you against the above RFP Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation throughout the contract period. We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

We further certify that, in case the Authorized Partner is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through alternate & acceptable service provider.

Yours faithfully,

(Name)

(Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.



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ANNEXURE – IX
DECLARATION FOR MSME BENEFITS

(To be submitted on the letter head of the bidder signed by Director/Company Secretary)

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

Sub: RFP for Procuring Active Directory Management Solution for Maintaining Active Directory

Ref: Your RFP No. CO/ITD/994/R1/2021-22 dated 04.08.2021.

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. CO/ITD/994/R1/2021-22 dated 04.08.2021 floated for Procuring Active Directory Management Solution for Maintaining Active Directory. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

a) Issue of Tender Documents to MSEs free of Cost

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp



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ANNEXURE-X

**DECLARATION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A
LAND BORDER WITH INDIA**

**(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING/CERTIFICATE ON ITS
LETTERHEAD)**

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

Date

Dear Sir,

Sub: RFP for Procuring Active Directory Management Solution for Maintaining Active Directory

Ref: Your RFP No. CO/ITD/994/R1/2021-22 dated 04.08.2021.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << **name of the firm**>> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



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ANNEXURE-XI

**INSTALLATION CERTIFICATE FOR ISSUE BY THE BRANCH AFTER SUCCESSFUL
GO LIVE OF PRODUCT / SOFTWARE / SOLUTION**

Date:

Sub: Certificate of installation of AD Manager Solution.

1. This is to certify that the product/software/solution as detailed below has/have been implemented successfully (Subject to remarks in Para No.2) and made live:
 - (a) Contract No. _____ dated _____
 - (b) Description of the product/software: _____
 - (c) Quantity _____
 - (d) Date of delivery _____
 - (e) Date of installation/go live _____
2. Details of features not yet implemented:
2. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms.

Signature _____
Name _____

Designation with stamp _____



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CHECKLIST

S.No.	Criteria	Documents to be submitted as proof
1	The Bidder should be Public/Private Limited Company and should be having existence in India for the last 3 years (as on 31.03.2021). In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original limited company can be taken into account.	Copy of Certificate of Incorporation
2	The Bidder should have Net profit during last three financial years of the bidder. (2018-19,2019-20,2020-21).	Copy of Audited Balance Sheet/CA Certificate.
3	The annual turnover of the bidder should be more than Rs.5 crores during each of last three financial years. (2018-19, 2019-20 and 2020-21.)	Copy of Audited Balance Sheet/CA Certificate.
5	The bidder should have supplied or supporting the solution quoted to at least one client as on 31.03.2021 (Reference to be provided).	Copy of Purchase orders issued by Banks / Financial Institutions /PSUs & Government Organizations/Private Limited Companies.
6	The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.	Self Declaration as per the format given in Annexure-II should be attached.
7	The bidder should have an office in Chennai.	Valid Proof of address for having an office in Chennai.
8	Technical Compliance	Compliance to be given as per Part – I
9	Bid Security Declaration	As per Annexure-VI.
10	Escalation Matrix	Bidders have to provide the escalation matrix for call logging, on their letter head including details of director/MD of the bidder.
11	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder
12	Bid Form	Bid Form as per Annexure-I
13	Declaration regarding Land Border Compliance	Declaration to be submitted as per Annexure-X
14	Declaration regarding MSME Benefits (If Applicable)	Declaration to be submitted as per Annexure-IX
15	Indicative Commercial Bid	Indicative Commercial Bid as per Part-II

