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

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

REQUEST FOR PROPOSAL (RFP)

For

**SUPPLY, INSTALLATION AND MAINTENANCE OF VIRTUAL DESKTOP SOLUTION
(INCLUDING THIN CLIENTS)**

Date and time of Pre Bid Meeting	**24.12.2021 at 04.00 PM**
Last Date for receipt of bids	**10.01.2022 at 04:00 PM**
Date and time of opening Technical bids	**10.01.2022 at 04:30 PM**

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

SCHEDULE

1)	Tender Reference Number and Date	RFP Ref No.: CO/ITD/1347/R1/2021-22 dated 20.12.2021
2)	Last date for seeking Pre-bid clarifications/ queries through email **neeraj.gupta@indianbank.co.in krishna.prasad2@indianbank.co.in vishad.khandelwal@indianbank.co.in ankit.yadav@indianbank.co.in**	**24.12.2021 by 11:00 AM**
3)	Last Date & Time for submission of Bids in Online & Offline Mode	**10.01.2022 at 04:00 PM** **Address for physical submission** Chief Manager Indian Bank, Head Office, Information Technology Department, Second Floor, 66, Rajaji Salai, Chennai, Pin 600 001 **URL for Online submission of bid** e-procurement portal: https://www.tenderwizard.in/indianbank
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

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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.): **Account No.: 743848138** **Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II** **IFSC Code: IDIB000H003** **Branch: Harbour** 2. Integrity Pact 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 & Conformity to Eligibility Criteria	**10.01.2022 at 04:30 PM** Technical Bids will be opened online through e-procurement portal: https://www.tenderwizard.in/indianbank
7)	Date of Online Reverse Auction (Part II)	Will be intimated (via email) after technical evaluation of the bids submitted.
8)	RFP Cost	Non-refundable **Rs. 10,000/-** in the form of DD favouring "Indian Bank" (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** Mode of submission: (Offline for DD/Online for e-transfer)
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 Limitedthrough 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 .

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Information regarding RFP will also be available on CPPP Portal https://eprocure.gov.in/cppp/ 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: https://www.indianbank.in and e-procurement portal https://www.tenderwizard.in/indianbank only.**

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 RFP is not splitable. 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 Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients) for Bank's employees located in Corporate Office, Head Office and external users from other organizations working for bank remotely.

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 Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients), 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 except for the items specified under point no. 5 of schedule. 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 its sole discretion without assigning any reason thereof.

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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 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, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 04th June 2020, and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated September 16, 2020 & its amendments (if any)

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) & as per Bank Policy and basis of allotment will be done in terms of the same.

    i. Definitions: For the purpose of this tender

      a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the bank, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

      b. Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

      c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

      d. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

      e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

      f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-| local supplier' may be above the L1 for the purpose of purchase preference.

    ii. Eligibility of 'Class-I local supplier'/ 'Class-ll local supplier'/ 'Non-local suppliers' for different types of procurement

      a. In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

      b. In procurement of all goods, services or works, not covered by sub-para ii(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with

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Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-ll local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-l local suppliers' and 'Class-Il local suppliers.

c. For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

iii. Purchase Preference

a. Subject to the provisions of this Order and to any specific instructions issued by the bank or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by bank in the manner specified here under.

b. In the procurements of goods or works which are covered by para ii(b) above and which are divisible in nature, the 'Class-I local supplier shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

2. If L1 bid is not a 'Class-l local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. In the procurements of goods or works which are covered by para ii(b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-l local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-l local supplier', the contract will be awarded to L1.

2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-l local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-l local supplier subject to matching the L1 price.

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

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of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

    d. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by bank.

iv.   Margin of Purchase Preference: The margin of purchase preference shall be 20%.

v.   Verification of Local Content:

    a. The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding or Solicitation shall be required to indicate percentage of local content and provide OEM Self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

    b. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier/'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.

    c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

    d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.

vi.   If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advise of nodal ministry.

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being Supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

8.   **BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA and Bank's Policy:**

- As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFP, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.

- If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFP.

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- Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 25% shall be allotted to such MSEs, if participated in the tender.

- Special provision for Micro & Small Enterprises owned by Women. 3% out of the 25% shall be allotted to such MSEs, if participated in the tender.

- MSEs are also exempted from payment of cost of bid documents and submission of bid security.

- To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.

- Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting (in case want to attend the meeting) & during submission of the technical bids.

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

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 and Bank's Policy, 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

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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
   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 shareholder's 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.

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10. Please note that
    (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
    (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 at any point without assigning any reason therefor.
    (iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1bidder) 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. A pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on **24.12.2021 at 04:00 PM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

   b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.

   c. The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before **24.12.2021 by 11:00 AM**:

   neeraj.gupta@indianbank.co.in
   krishna.prasad2@indianbank.co.in
   vishad.khandelwal@indianbank.co.in
   ankit.yadav@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.10,000/-** (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 point no. 8 of schedule. Bidders have to ensure that cost of bid document i.e. Rs.10,000/- has already been remitted to the account as mentioned in point no. 8 of schedule, 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

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 (point no. 8 of schedule) 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.

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3. Amendment of bidding documents

3.1 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).

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

4. 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.

5. 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.

6. 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.

7. Bid Security Declaration& Cost of Bid Document

The Bidder shall furnish, bid security declaration as per **Annexure-V**, 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.10,000/- (Rupees Ten 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.

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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 -X** duly signed by company secretary/Director of the concerned enterprise.

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.

Arithmetical errors will be rectified on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

- If there is a discrepancy between words and figures, the amount in words will prevail.

If the Supplier does not accept the correction of the errors, its quote will be rejected.

The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.

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 RFP.

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

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

➢ 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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9. Formation of Technical Bid

- The technical bid will be evaluated for technical suitability as well as for other terms and conditions mentioned in this RFP.

- It should include introduction to the project.

- It should include background of the system integrator / bidder.

- It should include the details of all OEMs and a brief write up on partnership of bidder with OEMs.

- It should include a brief summary of understanding of the banks requirements, vendor(s) capabilities, and solution / product description.

- It should include statement of compliance/ acceptance letter – eligibility criteria and requirements as per format.

- It is mandatory to provide the functional & technical details in the exact format as given in the RFP. Correct functional & technical information of the solution being offered must be provided in the structured format. The offer may not be evaluated by Bank in case of non-adherence to the format or partial submission of technical details.

- It should include detailed technical architecture, specifications and sizing of the recommended hardware, OS, Database and other software utility required for implementation of the proposed solution.

- It should include details of all software licenses and hardware sizing including server(s) / Processor for proposed solution.

- It should include compliance with all technical requirements without deviations.

- It should include detailed architecture of the proposed solution with various features / functioning of the system / sub-system including fail over methodology, replication methodology with bandwidth and network requirements and strategy at both Primary & DR site.

- It should include Road map on scalability, version upgrade / releases, etc. of the proposed solution.

- It should include details of service support infrastructure of proposed solution.

- It should include detailed Bill of material for all the software & hardware components of the proposed solution, without any price information.

- As part of their bid, the bidder should submit documents agreeing to the bid's terms and conditions.

10. Proposal Process Management

The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the Bank reserves rights to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons.

Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and any other meetings during the process.

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11. Liabilities of Bank

This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

12.Bid and Proposal Ownership

The Bid submitted and all supporting documentation/templates are the sole property of Indian Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

13.Bid Pricing Information

By submitting a signed bid, the Bidder certifies that the Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

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SECTION-III
CONDITIONS OF CONTRACT

1) Scope of the Project

- Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients) for bank's employees located in Corporate Office, Head Office and external users from other organizations working for bank remotely.

- Onsite support for 60 months after implementation - 1 no. of L1 resources in two shifts (8:00 AM to 3 PM and 3:00 PM to 10:00 PM) on all days and 1 no. of L2 Resources in general shift (10:00 AM to 7:00 PM) on bank working days respectively, for managing the central solution as well as providing assistance for configuration and management of Thin Clients.

2) Eligibility Criteria

- The Bidder should be a Public/Private Limited Company and should be in existence in India for the last 3 years (as on 30.09.2021). In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into account. Copy of Certificate of Incorporation issued by the ROC and Articles of Association should be submitted.

- The Bidder should be Net profit earning organization in each of the last three Financial years (2018-19, 2019-20 & 2020-21).

- The Bidder should not have been blacklisted currently by any Government Dept. / PSU / Banks.

- The Annual turnover should be more than Rs. 50 crores for each of the last three Financial years (2018-19, 2019-20 & 2020-21).

- The proposed Virtual Desktop Solution should be implemented in a minimum one Scheduled Commercial Bank/ Financial Institutions/ Government Organizations in India within last three years, which is providing more than 3000 Active Virtual Desktop instances as on the date of the issue of tender (cumulative). (Satisfactory letter issued by the organization should be submitted).

- The proposed Virtual Desktop Solution should be implemented in minimum one of the organization, which is providing more than 15000 Active Virtual Desktop instances as on the date of the issue of tender. (Satisfactory letter issued by the organization should be submitted).

- Bidder should have supplied minimum 500 no. of quoted Thin Clients to Banks/ Financial Institutions/ Government Organizations/Corporates in India in last three financial years. (Purchase Order issued by the organization should be submitted.

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- Bidder should have implemented the quoted Virtual Desktop Solution configured with minimum 500 Virtual Desktops instances in a Scheduled Commercial Bank/Financial Institution with in India in last three financial years. (Satisfactory letter and Purchase Order issued by the organization should be submitted).

- Bidder should have deployed quoted HCI (Hyper Converged Infrastructure) solution in a Bank/ Financial Institution/ Government Organization/Corporate in India in last three financial years. (Satisfactory letter issued by the organization should be submitted).

- The bidder should be an Authorized partner/reseller of the equipment being quoted in the bid. (MAF to be submitted).

- The bidder should have service center in Chennai. The Postal Address of the service center along with proof of address should be provided with the bid.

Note: The bidder has to quote a VDI solution and not a solution based entirely on VPN technology. However, VPN can be a part of the solution, which will be used for accessing the On-premises VDI instance over Internet. Also, VDI installations will be only considered during evaluation of the bids against General eligibility criteria.

3) Project milestone and time line

3.1 Hyper-Converged Infrastructure Solution (includes required hardware & software):

- Total time for Delivery for hardware & software for Hyper Converged Infrastructure Solution at both the sites (in Chennai) should not exceed Six (6) Weeks from the date of Purchase Order.

- Total time for Installation/Configuration for hardware & software for Hyper Converged Infrastructure Solution at both the sites (in Chennai) should not exceed Two (2) Weeks from the date of delivery of hardware & software.

The overall time for delivery & installation of Hyper Converged Infrastructure solution should be less than 8 weeks from the date of Purchase Order.

3.2 Virtual Desktop Solution:

- Software licenses should be delivered within 1 week from the date of issue of Delivery Instruction.
- The Virtual Desktop Solution should be installed and configured within 2 weeks from the of delivery of licenses.
- Rollout of 100 users should be completed within 2 weeks of configuration of the VDI software at the Central Site.
- Rollout of next 500 users should be completed within 4 weeks after rollout of first 100 users.

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3.3 Thin Clients:

Total time for Delivery, Installation and configuration of Thin Clients across all location should not exceed Four (4) Weeks from the date of issues of delivery instructions.

4) Deliverables in Implementation:

1. Bank intends to procure the VDI solution along with commissioning, installation, implementation, maintenance, monitoring & management based on the Bank's requirement as stated in the RFP. The bidder shall Commission, install and implement the proposed solution as per RFP terms and condition. The bidder/SI shall provide Implementation Plan with OEM Implementation in the centralised locations.

2. Design, deploy & validation of solutions as per OEM best practices & recommended architecture for 2 central Indian Bank locations in Chennai to be delivered by the OEM only.

3. Deployment of Thin Client for the end users will be done under the purview of Solution provider

4. The bidder/SI shall deploy the Solution in the Bank's 2 centralised location with high availability and redundancy. Both the sites will be configured and deployed in Active-Active architecture and each of the site will run with approx. 50% users as Active and rest of the 50% users will be passive.

5. Bidder/SI solution should effectively and efficiently manage operations and security posture of the Bank by preparing for and responding to cyber risks/threats, facilitate business continuity and recovery from cyber-attacks / incidents.

6. The bidder/SI shall provide complete services for the solution under the scope including installation, implementation, integration, management, maintenance, support, audit compliance and knowledge transfer.

7. The scope of the services and maintenance is to be provided for a period of Five (5) years from the date of roll out of 100 users on VDI solution.

8. The bidder/SI shall ensure that during various phases of implementation, the performance, security, network availability, etc. of the existing network setup must not be compromised.

9. The bidder/SI shall follow all respective technical/statutory guidelines, validations, SCD should be implemented, checked & verified, and related reports including SOP, SCD, Software Integrity Certificate and VAPT Clearance must be submitted, duly certified by OEM to the Bank for sign off the successful installation.

10. The patches (critical / non-critical) as and when released by OEM, for the proposed solution/ servers/OS, to be tested first in test environment, and thereafter deployed, installed and configured by bidder's team at bank's site, as per Bank's requirement during the contract period without any additional cost to Bank.

11. The bidder/SI should provide detailed architecture of the provided solution/ every module along with installation and administration guide, which must include high-level design (HLD), and Low Level Design (LLD) along with Technical bid.

12. The bidder/SI shall be responsible for health monitoring of the central and distribution servers on a continuous basis.

13. The URLs of the management server/software of proposed solution should be accessible on TLS 1.2/1.3 or higher version of Protocol with valid certificate.

14. The bidder/SI shall do regular backup of the solutions as per the defined Bank's backup policy.

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15. The configuration as per the technical and other specifications offered of all equipment/solution and other items must be operational / functional and installed from day one.

16. There should not be a "point of failure" in the flow of network traffic; failure of one or more of the solution components should not affect the functionality of the organizational network.

17. Remote access capabilities on its management interface should be supported by the software via HTTPS or SSH access.

18. Role based administration like Administrator, Database Reader and Read-only access users must be supported by the proposed solution.

19. Solutions should be capable of adding exceptions.

20. The selected bidder/SI shall install and configure the software provided as per the timelines and uptime/ SLA levels should be as prescribed in the RFP.

21. The bidder/SI shall provide all the software/hardware/accessories/related appliances supplied that shall be compatible with IPv6 and comply with all latest security protocols/industry standards. The proposed solution shall be TLS 1.3 or higher ready.

22. The bidder/SI shall prepare the SOPs (Standard Operating Procedures) with periodical review as per industry practices and regulatory guidelines. The drafted SOPs shall be submitted to the Bank for its review and Approval.

23. The bidders/SI shall also provide the following documents as part of the deliverables of the project.
    a. Original manuals of all proposed hardware/software/applications
    b. Standard Operating Procedures
    c. Installation & Technical Configuration Documents
    d. Network & Security Design Documents (Will be approved by the Bank)
    e. Troubleshooting Manual
    f. Executive summary report for the project to the management
    g. Functional and operational requirements
    h. Project design/plan
    i. Product description
    j. Guidance for best practices, implementation guidelines
    k. User acceptance test plan, if any Training materials.

24. The OEM shall implement all the functionalities proposed in the technical specifications & demonstrate the same to the Bank team for complete sign off the solution.

25. The bidder/SI shall ensure patching & hardening for servers deployed for management of proposed solution, and get the same cleared from the Information Security Cell /SOC of the Bank. The FMS team has to prepare a patching calendar as per the frequency of the patch released by the OEM team and share the same with the bank team. The patches have to be applied in the same month in which OEM has released the patches as per prescribed as defined in SLA.

26. The Solution shall be scalable enough to support clustered deployment for high availability.

27. The bidder/SI must provide an alert service for any problems with the service being unavailable. This can be in the form of SMS / E-Mails and should be sent to all concerned in the escalation matrix. The bidder should integrate with the Bank's

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SMS System / Email Service for sharing the alerts /email with the respective Team as per escalation matrix on a proactive basis.

28. Each content screen should support Virtual Keyboard, shared folder access from server. Individual user session access without disturbing other user access and activity.

29. The proposed solution shall deliver virtual desktops and applications through a single platform and single management tool to streamline management, easily entitle end users and rapidly deliver desktops and applications to end users across devices and locations.

30. The proposed solution shall be able to provide access to applications hosted on Microsoft, Integrate Application with native desktop Windows Servers / Linux Servers/ - Clientless application Access authentication requirements. The proposed solution should ensure two factor authentication.

31. The proposed solution shall integrate with Existing Microsoft Active Directory for all authentication mechanism for the users.

32. The proposed solution shall provide optimized access to virtual desktops across the WAN, LAN and internet through an HTML5 compliant browser.

33. All user account management activity should be logged and recorded at one place.

34. Every access control related event should be logged and recorded.

35. Logs should be generated in standard formats so that the same can be analysed using popular log analyser tools.

36. The software must be scalable to support 40,000 Concurrent users. The initial spread of the solution would be to cover 600 clients (using desktops & laptops, thin clients, tablets).

37. The profiles of users need to be available at both central location, so that in case of failure of one site, users can start working from the next site.

38. The Bidder has to provide complete support for end-to-end installation, implementation and maintenance of the proposed solution during the project tenure and bidder will be responsible for attending complaints during bank working hours or as per the working timings decided by the bank.

39. The bidder has to ensure the support from respective OEM for infrastructure provided to carry out the activity for expansion, upgrade and configuration of proposed solution during the period of contract without any extra cost to bank.

40. The bidder will also provide suitable on-site technical staff to supplement the efforts of the on-site support resources during emergencies / contingencies, which might impact the systems, systems and services, covered under this scope.

41. During the contract, the bidder and its employees shall at all the times comply with & abide by the security policy of the bank, as the same may be applicable to or in respect of the works and the provisions of the contract.

42. Confidentiality of the network setup, configurations and all related details including the addressing scheme etc. shall not be disclosed by the vendor to any third parties or persons (except to vendor's own employees and that too only to those employees or representatives who need to know the same).

43. The proposed solution shall have following support features-

    a. Administrator/Support Engineer must be able to take control of remote user Machine.

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b. Administrator/Support Engineer should be able to Share/Upload files to remote User machine.
c. Administrator/Support Engineer should be able to chat with connected user.
d. Administrator should be able to see online users.
e. Administrator should be able display alert as message to users in advance for planned activity or an upcoming maintenance.
f. Assessment of number of VMs, VLANs and other resources required to setup

44. Virtual Desktop Environment:

a. The bidder/SI shall do installation and Configuration of VDI solution in HA mode at Bank's DC and DR environment.
b. The proposed VDI solution is to be reachable from onsite as well as Internet also.
c. The Storage provisioning for the desktops is proposed to be done using Windows Distributed File System (DFS) architecture
d. The Thin Clients to be integrated with Bank's existing NAC solution by the way of MAC binding.
e. The bidder/SI shall manage and on-board new users on VDI platform and integrating the same with Bank AD So that group policies can be applied centrally.
f. Two separate DNS entries to be maintained by the Bank, i.e. one for each site. The URLs will be used by the Thin clients to connect to the virtualised systems assigned to the respective user.
g. Virtual Desktops to be configured with Windows Server 2019/2022 as the Operating system with dedicated server applications like Server Manager, PowerShell, etc. in disabled state
h. New or Existing hardware (Printer, scanner etc.) installation/integration and configuration.
i. Configure and implement access-based security policies as per bank's requirement.
j. Required application installation including MS office, hardware token driver as per bank requirement.
k. Verify that all client and web-based applications are reachable from VDI Solution and application installed are working on server locally and using RDS session.
l. Configuration and integration of roaming user's roaming profile if required.
m. Integration with solution such as PIM, SIEM, Antivirus and NTP server.
n. To configure and secure VDI sessions over internet with recommended security as per Bank IT security policy and guidelines.
o. Integrate existing VMware Workspace One UEM solution (MDM) with Desktop virtualization solution to provide single sign on capabilities. The integration will give the Bank ability to allow access to VDI from a compliant BYO device which could be Windows 10/11/Linux or an iPad.
p. Provide a Unified view of operations of the virtualized infrastructure with upto 5 Out of the box dashboards/report for consumption of administrators/IT Team.
q. Provide Load balancing capabilities for multi-site desktop virtualization

45. Scope of Work for Networking and Security

a. Bank intends to procure the VDI solution along with networking & security solution as outlined in the technical specifications.
b. Bidder/SI should help create an overall design of implementing the Networking and security solution which would include SLB /WAF as required for the VDI management components.
c. Bidder/SI should help baseline minimum system requirements for deploying the software defined networking and security solution.
d. Bidder/SI should help build the required virtual services for the VDI management infrastructure, with the appropriate load balancing algorithms.
e. If Global load balancing is required, bidder should help in design and implementation of the same.
f. Bidder/SI should help setup WAF in learning mode for the web components of the application front ended by the load balancer.
g. The Bidder/SI should help build policies to protect the web layer of the VDI infra components as part of the WAF deployment.
h. The bidder/SI should help to configure analytics and visibility as per best practices so as to give detailed visibility and reporting both at the client side and at server side.

46. Infra & Log Management Deployment Scope

a. Deployment of the Infrastructure and Log Monitoring Components
b. Agents Installation on the end points, if required
c. Integration with the VDI Infrastructure and its components
d. Configure Dashboards, Reports and Alert Definitions with SMTP Configuration as per bank requirement
e. Configure Dashboards for Log Analytics
f. Integrate the Log Management System with the entire VDI Infrastructure and its components
g. Virtualization and HCI Infrastructure integration with Monitoring and Logging Systems
h. Knowledge Transfer with Documentation for bank team to take it forward

47. HCI Deployment Scope

a. HCI Base Infrastructure Deployment
b. Configuring the required networking and physical hardware for the HCI Deployment
c. Setup the HCI Cluster and bring up the nodes in the cluster
d. Configure the required storage groups or volume groups
e. HCI nodes to be configured under existing vCenter deployed in the Bank
f. Demonstrate High Availability, Fault Tolerance on the deployed infrastructure
g. Configure the Storage Volumes for the Virtual Desktop Infrastructure

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h. Apply all the best practices needed for the environment
i. Knowledge Transfer and Documentation to the bank team

48. Solution Architecture for Accessing Desktop Virtualization Solution from Internet:

a. The user if accessing the virtualised desktop over the Internet should get the same desktop which the user uses within the Bank over Intranet with the same settings and data and no separate desktop to be configured for the same

b. The user requesting desktop over Internet to land in DMZ environment setup at Bank's DC which is separate from the location where the HCI nodes will be deployed. The Connection and Session management infrastructure for desktops provided over Internet will be hosted out of Bank's DC in the existing DMZ environment

c. The infrastructure available at DC will forward the desktop session request received over Internet to one of the office location (where HCI nodes are deployed) for onward processing and providing the session for the requested desktop. The session packets will always route through DC DMZ zone only and no separate path should be available for a user to connect to the desktop over the Internet

d. In the case of unavailability of DC site, the same infra will be maintained at DR Site of the Bank and connection requests will be forwarded by DR Site to the respective office.

e. Load balancer are proposed to be configured at various stages/levels.

f. The users should be able to request the desktop session through a dedicated public URL

g. In the case of network issues between DC and the offices, the desktop session provided over Internet should only get affected and the Intranet session should have no impact whatsoever.

5) Scope of Facility Management Services

The bidder has to provide Facility Management services at Bank's DC & DR locations or any other location where centralized operation is proposed in future by deploying the professionals to support 16x7x365 days basis with shift duty hours for managing and maintaining the solution mentioned in this RFP. The Scope of FMS includes (but not limited to) the following:

1. The Onsite resource will be responsible for the complete end-to-end projectmanagement, installation, implementation, monitoring, patch management, VA/PT closure until project tenure.

2. Facility management Support team shall publish reports to the Bank team/management as per defined frequency but minimum twice in a day regarding real time factual status of all IT assets and uptime of the solution as per Service Level Agreement.

3. Submission of periodical reports on the performance of the proposed Solution and its reviews. Preparation and submission of other MIS related work assigned by the Bank.

4. Redesigning of the solution for optimal output of the solution in interest of the Bank.

5. Defining crisis management and emergency response procedures.

6. Installing and testing the OS/ patches and upgrades in the test and productions environment.

7. FMS Team shall obtain the necessary approval from the Bank for downtime, if required, for the patches or upgrades implementation.

8. FMS Team shall plan "Schedule shutdown of production system", if required, and inform users proactively and implement the patch upgrades immediately.

9. FMS Team shall follow up and coordinate with OEM/ other support vendors for patch deployment.

10. Root Cause Analysis (RCA) of the incidents and reporting of Security incidents.

11. Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the services/Operations.

12. The Bidder shall optimize existing processes and recommend changes for optimal functioning of Solution, in-tune with best practices and audit compliance.

13. Quality service delivery to match the uptime / SLA.

14. Facility management is required for 16*7*365 (366 days in Leap year) monitoring.

15. Onsite team management.

16. SLA Maintenance / Management, monthly Uptime reports, utilization reports & interface utilization / reporting of all the devices.

17. The bidder shall be responsible for providing the timely resolution of the Servers/Operating System related issue raised by the Bank.

18. The bidder shall provide backup resources in case any of the project member avails leave. However, the bidder's service delivery team will be entirely responsible for team deployment, SLA monitoring, task delegation, workload distribution and team size.

19. In case of exigency, support arrangements should be available during off-hours as a part of the crisis / incident management process.

20. Coordinate with all the teams for follow-up for open tickets & activities.

21. Resolving technical issues & lodge tickets with OEM, have follow-up for long pending calls.

22. Identify and implement best practices / configurations on solutions under their purview.

23. The Bank may also reduce the manpower requirements during the project duration if workloads reduce due to any reason.

24. In case of absence of a production support engineer, it is the responsibility of the vendor to provide equivalent skilled resources onsite for the above-mentioned scope of work. Failure may attract penalties.

25. Post implementation - Transition plan, takeover process from project team and

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coordination with all the stakeholders.

26. The bidder shall ensure patching & hardening for all servers, and get the same cleared from the Information Security Cell /SOC of the Bank. The FMS team has to prepare a patching calendar as per the frequency of the patch released by the OEM team and share the same with the bank team. The patch has to be applied in the same month in which OEM has released the patch as per timeline defined in SLA.

27. Do periodic preventive health check / version upgrades for solutions under their purview.

28. Identify and implement best practices / configurations on servers, databases, and other components under their purview.

29. Providing service metrics to help assess how effective your operations are running.

30. The bidder will follow and comply with the procedures and policies, applicable to the scope of work mentioned above laid down by the Bank vide IS Security Policy, IT Policy and other Bank policies from time to time and also extend full cooperation to the auditors designated by the Bank.

31. The bidder / deputed personnel at Indian Bank will inform the Bank about any correspondence with external entities pertaining to any point mentioned in the scope of work above.

32. Depending on the sensitivity and criticality of the services or data provided, the Bank will consider commissioning or requesting a review of the vendor's internal control structure for ensuring that any confidential/restricted/internal information of the Bank is maintained securely. The vendor will assist and cooperate with the Bank auditors in a way as they are expected to assist and cooperate with their audit.

33. All the onsite FMS resources deputed at the bank should have a Police verification report. The bidder needs to submit the Police Verification report of FMS resources along with all documents at the time of joining the onsite FMS team.

34. The Facility Management charges shall be paid by the bank in equal half-yearly instalments within thirty (30) days from the date submission of invoice after completion of respective period, subject to satisfactory services rendered from the date of installation, commissioning and acceptance of the system at the rates quoted in the price schedule.

35. Bank at its discretion can terminate the FMS contract in whole or as part thereof with the bidder and discontinue the same without citing any reason by giving 90 days' notice and applicable amount, on a pro-rata basis, for the service rendered shall be payable.

36. The engineers to be deputed will be interviewed by Indian Bank officials prior to deputation. If not found as per Banks' requirement, Bank will not permit the deployment of such resource(s).

37. The deputed personnel should be prepared to work for extended hours in case of need.

38. The deputed personnel should abide by timings of the Bank.

39. The bidder needs to deploy manpower within 6 weeks from the date of Purchase Order for implementation, and deploy manpower at least 1 week before (planned) go-live for maintenance of the deployed infrastructure (warranty period).

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40. The members of the on-site team should be provided with mobile phones by the vendor and the details like Name, Address (Inclusive of Residential Telephone Number (Residential), Mobile Number should be provided to the Bank.

41. Name of emergency contact personnel with relationship and Telephone number should be provided to the Bank.

42. Disability if any or suffering for any disease should be informed to the Bank in advance.

43. The on-site team shall maintain an attendance register and the same should be sent monthly to the Bank.

44. The on-site team shall not be changed without prior approval from the Bank and adequate notice (minimum one month for L1, two months for L2). Any resigned resource of the on-site team should not be relieved before giving suitable replacement.

45. The bidder must ensure one month's notice or relevant notice as mentioned by the Bank with proper handover for any change of manpower pertaining to project manager profile.

46. If the engineer is found to be not qualified / suitable / his performance is not satisfactory, the vendor will have to replace the engineer within 45 days of written communication from the Bank regarding the same.

47. The cost agreed upon for the resource will be fixed for the period of 5 years and purchase order will be issued based on the requirement of the bank. However, charges for onsite resources will be applicable from the date of acceptance/Project Sign off the solution of the bank.

48. Bank may take additional resource/s as per fixed price through this RFP process.

49. The Support should include advising & helping the bank in implementing controls for the risk advised by bank information security dept./regulators/Govt of India.

50. Support has to cover to solve day-to-day issue while using the proposed solution in our environment like resolving the issues related to incident, security threat,signature/Pattern updates, daily updates, product related issues and any other issues to the bank as per SOW/SLA at no extra cost.

51. The bidder shall be responsible for providing the resolution of the issues and implementation of the same to resolve the issue. If the issue requires OEMs technical person's/product developer's etc intervention, bidder has to take up suitability with the appropriate level at OEM and obtain the solution and implement it for the resolution of the issue.

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FMS Educational Qualifications, Experience, Eligibility Criteria and Team Composition:

FMS Requirement for Remote access solution REMOTE ACCESS(VDI) / VPN Solution		
Location	**Number of Resources Solution**	**Desired qualification & Experience**
IB Head Office	Required resources: i) One L1 resource is required in each shift for providing support on 16*7*365 basis. ii) One L2 resource is required on Bank working days at Head Office as pertimings decided by the bank.	**Level 1 (L1):** Should be Science Graduate (IT / Computer/Electronics), preferably, be BE/B. Tech/B Sc. with minimum 3 years' experience in Information technology field and minimum 1 year of hand-on experience in the management of Proposed solution. He/ She should be having OEM certification for the proposed solution as part of this RFP **Level 2 (L2):** Should be Science Graduate (IT/ Computer), preferably, be BE/B. Tech/MCA with minimum 5 years' experience in Information technology field and minimum 2 years of hand-on experience in the management of Proposed solution. He/ She should be having OEM certification for the proposed solution.

6) Warranty

- The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Bank's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- This onsite comprehensive warranty with 24 * 7 support shall remain valid for 36 months after the Goods have been installed at the final destination indicated in the Contract, or for thirty-nine (39) months after the date of receipt of shipment at the destination, whichever period concludes earlier. Necessary documents should be provided for back to back support from respective OEMs. The Bank shall promptly notify the Supplier in writing/by mail of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Bank. All the supplied Hardware and software have to be covered under back to back support from the respective OEMs for the full contract period.

- After completion of warranty period of three Years, AMC will be entered at mutually agreed rates.

- However, Bank has the right to go into AMC agreement with other vendors.

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7) Scope under AMC (Annual Maintenance/Technical Contract)

The bidder shall ensure all kinds of maintenance, deployment, re-deployment of Solution under RFP scope, at central Site. No additional charges shall be payable for redesigning / re-deployment or maintenance of solution at any or all endpoints including DC and DR sites of the Bank ordered from time to time. The bidder shall ensure all activities pertaining to continuity of the smooth running of the solution as part of AMC/ATS without any extra cost to the Bank.

The AMC /ATS Support services include (but not limited to) the following:

1. Onsite Comprehensive maintenance of all applicable products, services, modules and accessories on yearly basis and sensitization of the end user for avoiding upcoming hazards on a regular basis. The vendor shall share the preventive maintenance reports in digital form/soft copy and hard copies shall, on demand by the bank. If any part / items / accessories of the delivered products are found non-working / defective (due to whatsoever reason) during preventive maintenance, the Vendor at no extra cost to the Bank will replace it. The PM reports of the delivered products shall be duly recorded in two copies and produced as and when required.

2. The ATS/AMC support for the respective Solution should include the following:

   a. All minor and major version upgrades during the period of contract at no extra cost.
   b. Program updates patches, fixes and critical security alerts as required.
   c. Documentation updates.

3. Call basis Support for Solution related malfunctions, configuration as defined in SLAs and ability to log requests online. If required, engineer may have to visit the site for resolution of the issue.

4. Providing software upgrades in time for the devices supplied by the Vendor from the Original Equipment Manufacturer (OEM).

5. During AMC, it will be mandatory on the part of the supplier to attend and resolve breakdown calls if any, as per the parameters/ time-frame defined in the "Service Level Agreement". The Vendor shall be responsible for non-compliance of SLA, due to delayed replacement of defective equipment /faulty parts/ software upgrades.

6. The Bank may procure & install new component(s) as a part of up gradation of existing system. In such cases, the original solution (less new components) will continue to be governed by the AMC agreement and the new component(s) procured shall be covered under AMC on expiry of warranty period.

7. The Vendor will have to handover the system in 100% working condition on termination or at the end of the contract. Any breakdown call that has been reported before termination of the contract shall have to be corrected by the Vendor before handing over to Bank.

8. AMC contract can be extended at the discretion of the bank at the same rates after the expiry of the contract period.

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9. The Bank can terminate the AMC contract with the supplier of the solution/ product and discontinue the same due to performance issues by giving 90 days' notice.

10. Payment of support will be done as per calculation of the uptime, which is mentioned in the related clause.

11. The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 4 (Four) hours.

12. The Supplier shall ensure that faults and failures intimated by the Bank as above are set right within 4 hours of being informed of the same.

8) Place of Delivery

Complete address will be provided in the Purchase Order

9) Period of Validity of Bids

Bids should remain valid for the period of 90 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.

10)   Payment Terms
  A. **Hyper-Converged Infrastructure Solution (includes required hardware & software):**

  - **On Delivery:**
    Eighty (80) % of the price of the Hyper-Converged Infrastructure Solution on delivery of the Hardware and software at the respective sites in Chennai. Payment will be made within 15 days of submission of Invoice copy and Proof of delivery duly counter signed by the Bank's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy.

  - **On Installation**:
    Twenty (20) % of the price of the Hyper-Converged Infrastructure Solution will be paid on successful completion of installation & configuration of HCI Solution in Head Office Chennai & Corporate Office Chennai & on submission of Installation Certificate duly counter-signed by the Bank's Representative.

  - **Subsequent AMC Payment**
    Subsequent AMC Payment for 4th & 5th year for Hyper-Converged Infrastructure Solution will be made annually in advance.

  B. **Virtual Desktop Solution:**

Period	For Subscription Licensing Model	For Perpetual/Term Licensing Model
Year 1	100% of the First year subscription cost on delivery of the subscription licenses in the name of the bank.	100% of the License cost and AMC for 1st year after deployment of solution (licenses) and roll out for minimum 100 users.
Year 2	Second year subscription cost – Annually in advance	Second year AMC cost – Annually in advance

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Year 3	Third year subscription cost. – Annually in advance	Third year AMC cost– Annually in advance
Year 4	Fourth year subscription cost. – Annually in advance	Fourth year AMC cost – Annually in advance
Year 5	Fifth year subscription cost. – Annually in advance	Fifth year AMC cost– Annually in advance

C. Thin Clients:

One Hundred (100) % of the price of the Thin Clients delivered & installed at the respective location mentioned in Purchase order/Delivery Instructions will be paid within 15 days of submission of Invoice copy and Proof of delivery & Installation Certificate duly counter signed by the Bank's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy.

D. Onsite Support/Facility Management Services:

- The Facility Management charges shall be paid by the bank in equal half-yearly instalments in arrears within fifteen (15) days from the date of submission of invoice after completion of respective period after deducting the applicable pro-rata amount of absent/deficit resources. The payment will be subjected to satisfactory services rendered from the date of commencement of services and acceptance of the support system at the rates quoted in the price schedule.

- The start date of FMS will be calculated from the date of deployment of resources at the central site as per project and delivery of REMOTE ACCESS(VDI) Solution. The FMS will be started from the deployment of resources as per requirement under the RFP.

E. Implementation Cost

Milestone	Amount payable on completion milestone
Installation and Configuration of Centralised VDI Solution at the central locations	30% of the implementation cost
Rollout of Virtual Desktop for 100 users (including creating of Virtual Desktop centrally and configuring the same in thin client).	25% of the implementation cost
Rollout of Virtual Desktop for 600 users (cumulative)(including creating of Virtual Desktop centrally and configuring the same in thin client).	45% of the implementation cost

Note:

1. TDS will be deducted for the payment, if applicable.

2. All payments will be released within 30 days from the date of receipt of invoice subject to submission of proof and other related documents. Vendor has to submit the invoices, milestone sign-off & other documents required for release of payment.

3. Bank reserves the right to renew the AMC for the software from the OEM through other vendor or the same vendor (successful bidder) at mutually agreed rate after contract period.

4. The Bank shall have the right to withhold any payment due to the supplier, in case of delays or defaults on the part of the supplier. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items/ activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the supplier in the price bid against such activity / item.

11) Service Level Agreement (SLA)

The successful bidder is bound and to comply the Service Levels as described below:

1. The successful bidder shall have to enter into "Service Levels Agreement" having all terms and conditions of this RFP to maintain uptime and provide the service support and onsite support during the entire contract period.
2. Both the bidder and OEM will be totally responsible for the maintenance, configuration and fault free operations of supplied Solution and its maintenance during the warranty and post warranty (AMC/ATS period) period.
3. Any technical glitch/ issue in installed infrastructure of the solution (i.e. hardware and software, OS/DB etc.) should be attended on priority and should be covered under warranty/AMC.

4. The bidder has to maintain a guaranteed minimum uptime of 99.90% for all systems/ solutions supplied under this RFP to avoid any business disruption due to breakdown of system or degraded performance impacting business or unavailability of data. The calculation of uptime will be on a monthly basis.

5. The issue/ break down message may be communicated by the Bank team by way over phone / email/ call logging.

6. For penalty calculation, the total time elapsed between the intimation of break down message from Bank side to the vendor and receipt of rectification message from the bidder to Bank side will be considered.

7. During the warranty period, the penalty will be deducted in FMS payment. In case, Bank is unable to adjust penalty in FMS payment, the Bank at its discretion may invoke the Performance Bank Guarantee (PBG) to deduct the penalty amount.

8. Post warranty period, the penalty will be deducted in FMS/AMC/ATS payment. In case, the Bank is unable to adjust penalty in FMS/AMC/ATS payment, the Bank at its discretion may invoke the Performance Bank Guarantee (PBG) to deduct the penalty amount.

9. If the support services are not provided on 24*7 basis and/or satisfactory services are not provided, the Bank with its discretion may reject the proposal / terminate the contract, without assigning any reason.

10. The bidder is required to mandatorily conduct quarterly preventive and breakdown maintenance activities to ensure (without any impact on day to day operations) to maintain uptime of 99.90% uptime on monthly basis covering 24*7*365 days.

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11. For calculation of uptime (penalty), planned/ scheduled down time will be exempted. Bank will pay the bidder after deducting the calculated penalty from the payable amount.

12. If any critical component of the entire configuration setup is out of service, then the bidder & OEM shall either immediately replace the defective unit (with new one) or replace it at its own cost or provide a standby, on immediate basis, not more than 4 hours , The bidder should maintain proper inventory of standby components for early resolution of issues.

13. If the bidder, having been notified, fails to remedy the defect(s) within the 4 hours' time duration from the incident, the Bank may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights, which the Bank may have against the supplier under the Contract.

14. For all issues related to installed infrastructure, RCA (Root Cause Analysis) to be provided by the respective OEM within 3 working days. The delay in submission will lead to penalty.

Service Area	Service Level	Penalty
Availability Management		
Uptime of the solution for High availability setup	Uptime % of application calculated on monthly basis for each solution.	Penalty shall be applicable in % (as mentioned below) of monthly contract value. If the uptime is below 98%, the Bank shall have full right to terminate the contract with the Bidder.
	99.90% to 100%	NA
	Below to 99.89%	1 % deduction of monthly contract value for the solution for every reduction in uptime by 0.01 % in uptime. Uptime shall be calculated monthly
Manpower Management		
Manpower Services	The bidder has to provide experienced and certified manpower at Bank premises as per RFP. Any gap will attract penalties.

In case the onsite resources go on leave/ absent, replacements having equivalent or more experienced and qualification has to be arranged by the bidder to ensure regular functioning of the bank operation. Incase replacements are not arranged, bank shall pay only the proportionate | The Bank shall impose penalty of 0.5% of FMS charges payable to the bidder for that month for each day of the absence. |

	amount of onsite resource charges during the month	
Centralized Management and Monitoring System		
No Deployment or less than 60% functionality	Shall be available with 99.90 % functionalities	30% of monthly ATS& FMS Cost deduction for the entire solution for every month of its non- availability
Partial Deployment (having between60-80% functionality)	Shall be available with 99.90 % functionalities	20% of monthly ATS & FMS Cost deduction for the entire solution for every month of its non-availability
Partial Deployment (having between Than 80-95% functionality)	Shall be available with 99.90 % functionalities	10% of monthly ATS & FMS Cost deduction for the entire solution for every month of its non- availability
Partial Deployment (having between than 95-99.90% functionality)	Shall be available with 99.90 % functionalities	5% of monthly ATS & FMS Cost deduction for the entire solution for every month of its non- availability
Downtime of Centralized Monitoring Tool	Shall be available with uptimeof 99.90 % monthly uptime	1 % deduction of monthly total of ATS and FMS value for the solution for every reduction in uptime by 0.01 % in uptime. Uptime shall be calculated monthly

For "**Centralized Monitoring System", ATS post warranty period (i.e. Year 4 of thecontract), will be considered during Warranty Period for calculation of penalty.**

Security Vulnerability Management		
Version Upgrade Major/ Minor for all Software /Middleware	The Operations Team has to have version upgrades of all underlying software / Middleware as per respective OEM recommendations & Publish the Quarterly version upgrade calendar for the same. Failure to comply with the Version upgrade calendar will attract penalties.	For breaches of Version upgrade Penalty of Rs.100 per day and increase of Rs 100 for each subsequent day for delay in version upgrade of (OS, Server, Solution, protocol etc.) solution proposed under this RFP.
Patching of all Hardware/ Software/ Middleware	All underlying hardware / software / Middleware to be patched as per respective OEM recommendations. Failure to comply with the Patch calendar will attract penalties.	For breaches for patches — Penalty of Rs.100 per day and increase of Rs 100 for each subsequent day for delay in applying of each patch as per security/ statuary/ OEM recommendations.
Closure of VA / PT, and SCD Points on all Hardware/	All identified vulnerabilities over underlying hardware / software / Middleware to be patched as per	**For breaches for timelines under Critical & High Category** – Penalty of Rs.300 per day per

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Software/ Middleware	respective OEM recommendations. Failure to close these calls within timelines will attract penalties based on criticality of calls. 1.Critical Category–7 Days 2.High Category—15 Days 3.Medium - 30 Days 4.Low - 60 Days	vulnerability for delay in mitigation/ fixing vulnerabilities. **For breaches for timelines under Medium Category –** Penalty of Rs.200 per day per vulnerability for delay in mitigation/ fixing vulnerabilities. **For breaches for timelines under Low Category –** Penalty of Rs.100 per day per vulnerability for delay in mitigation/ fixing vulnerabilities.
Knowledge Management		
OEM Health Check	Health check not conducted by the OEM representative once in a year.	Penalty of Rs. 2,000 will be charged for each such solution for each defaulted month will be imposed.
Compliance of RBI/ CERT-IN Advisories/ other regulatory advisory	Compliance by end date, as notified in the advisory	Compliance by end date — No Penalty
	Penalty by delay by each day	By Delay of each day, 0.5% of **Monthly Contract Value, per day**

(a) During Warranty period, "Monthly Contract Value" will be as under-

Solution Cost /12 + License Cost/12 + FMS Cost/12 (divided by 12 for getting monthly amount out of yearly amount)

(b) Post Warranty period, "Monthly Contract Value" will be as under-

AMC of Solution Cost/12 + AMC/ATS of License Cost/12 + FMS Cost/12 (divided by 12 for getting monthly amount out of yearly amount)

12) Insurance

The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes.

The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. Any damage happens to all equipments due to non-availability of storage cum erection policy, the supplier has to bear the losses.

In case of discrepancy in hardware/software supplied, it is successful bidder's responsibility to replace/repair the equipment immediately even without recourse to the insurance.

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If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the last date of delivery of goods, then 0.1% of the invoice value will be deducted from the payment for each insurance.

13) Delays in the Supplier's Performance

- Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

- If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

14) Jurisdiction and Applicable Law

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai. Compliance with labour and tax laws, etc. will be the responsibility of the service provider at their cost.

15) Liquidated Damages

➢ On Project Implementation:

If the Supplier fails to deliver/install any or all of the Goods 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 0.50% of the Invoice price of Goods & services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the goods are not delivered/installed in time, the Bank may consider termination of the contract.

➢ On delay in Deployment of FMS:

The bidder shall deploy the required resources as per scope under FMS at Bank centralized locations within 6 weeks from the date of Purchase order. If the Supplier fails to deploy the resources within the time period specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct a sum equivalent to 0.5% per week of the total FMS cost for each week or part thereof of delay, until actual delivery subject to maximum deduction of 10% of the total price of the Facility Management Support.

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

- The Bank reserves the right to accept or reject any bid / all bids or annul the bidding process at any time prior to awarding contract, without thereby incurring any liability to the affected Bidder or Bidders.
- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.

17) Performance Security

a. Within 15 (fifteen) days of the acceptance of purchase order issued for the project by the Bank, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents (format to be included in Bid Document) for 3 % of the amount of contract valid for a period of Sixty-Three months (with further one-month claim period), in the form of a Bank Guarantee, 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 award and forfeiture of the bid security, in which event the Bank may call for new bids.

16) Negotiation

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

17) 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.

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19) Indemnity Clause

If at the time of the supplying, installing the equipment 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 on that behalf.

20) 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 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.

18) 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.

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19) 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.

20) 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.

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.

21)   Acceptance of Purchase Order

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

22)   Signing of Contract Form, NDA and SLA

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract form (**Annexure-III**), Non-Disclosure Agreement (**Annexure-IX**) and Service Level Agreement (**Annexure-VIII**) and return it to the Bank. Integrity pact executed between the Bank and successful bidder(s) is deemed to be a part of the contract.

23)   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.

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.

d. 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.

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(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,

- the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- 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.

24) Right to Alter Quantities

The Bank may at its discretion,

a) Increase the requirement up to 10% at the time of placing order with vendor and, Or

b) Decrease the requirement up to 10% at the time of placing order with vendor

c) Repeat order can be placed within 1 year from the date of last supply date of original purchase order subject to no downward trend in prices and the cumulative repeat order quantity should not exceed more than 100% of original quantity as mentioned in original purchase order.

25) Applicable Law

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

26) Authorization Letter from OEM

The bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM) as per **Annexure-VI**. If bidder is OEM and they quote their own product, then MAF (Manufacturer's Authorization Form) need not be submitted.

27) Coverage of All Banks Under The EPF & MP Act 1952

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

28) Exit Requirements

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

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29)   Termination for Convenience

Bank, by 90 days written notice sent to the Successful bidder, 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 Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

The Equipments that are delivered in working condition and ready for deployment as on date of service provider's receipt of notice of termination shall be accepted by the bank at the Contract terms and prices.

30) 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 successful bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;

b. if the successful bidder fails to perform any other obligation(s) under the Contract.

c. If the successful bidder, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

d.   In case of successful Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

'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.

31)   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

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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**.**

32) 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-IX**) 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.

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33) 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.

34) 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.

35) 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.

36) Integrity Pact

Bidders shall submit Integrity Pact (IP) along with the technical bid as per **Annexure-VII** of the RFP. Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The integrity pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.

37) Adoption of Integrity Pact

➢ The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.

➢ Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.

➢ The Bidders shall submit signed Pre Contract integrity pact as per the **Annexure-VII.** Those Bids which are not containing the above are liable for rejection.

➢ Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.

➢ Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

➢ Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

➢ The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.

➢ Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

➢ Integrity pact shall be signed by the person who is authorized to sign the Bid.

➢ The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

1. Shri. Brahm Dutt, IAS (Retd)   Email: dutt.brahm@gmail.com
2. Shri. Girraj Prasad Gupta, ICAS (Retd)   Email: gpgupta1804@gmail.com

➢ Change of law / policy / circular relating to Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.

➢ Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 or other Financial Rules as may be applicable to the organization concerned.

38) Other Terms & Conditions:

1. The bidder/SI shall include licenses for all components and subcomponents of the proposed solution like software licenses, Database licenses (other than Oracle DB) and any other licenses required for commissioning of the solution as per RFP Terms and conditions.

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2. The bidder/SI shall adhere to the Service Level Agreements (SLA) and regular monitoring and reporting it to the bank.

3. The proposed solution deployment should be compliant with Bank's IT and Cyber policies, internal guidelines, regulatory standards and countrywide regulations and laws from time to time.

4. The bidder/SI should follow a standard process to ensure that proposed solution meets functional, security performance and regulatory requirements of the bank.

5. All installed OS software/firmware must be of stable version and all recommended patches should be installed by the bidder/SI and same to be submitted to the bank on monthly basis and also be cleared through Bank's Information Security Team.

6. The bidder/SI shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc. and Software Integrity certificate should be submitted to the bank as per given format.

7. All the industry standard protocols for functioning, detection of risks, mitigation should be supported and complied by the respective solution.

8. Solution shall have centralized architecture with web or Graphical User Interface (GUI) based dashboard console to monitor, reporting, notification, maintaining and policy push for the registered users centrally.

9. The bidder/SI must have an arrangement with the OEM such that the bidder/ Bank' SI/ Bank should be able to log a call with the OEM directly.

10. The bidder should have a 24x7x365 days support contact center in order to log the calls. The contact center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person's name, number and designation in the company.

11. In case if the proposed solution is declared end of life/end of support during the contract period, the bidder/SI shall do up gradation or replacement and implementation of the solution without any cost to the bank.

12. The services/ solutions offered should be modular, scalable both horizontally & vertically, and should be able to address Bank's requirements during the period of contract and even beyond future license figures given.

13. If the solution is not performing as per scope and specifications in this RFP, the bidder shall upgrade/ enhance the solution or put additional services and reconfigure the system without any extra cost to the bank until the required performance is achieved.

14. HCI Infrastructure nodes to be supplied alongwith VMware ESXi as the Hypervisor layer and vROps as the management application for standardising the Private Cloud environment of the Bank.

15. The network infrastructure required for setting up the solution is under the ambit of Bank

16. HCI infra nodes to be proposed with N+1 redundancy at both the sites.

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17. The software licenses (Windows Server OS + RDS CALs) will be provided by the Bank. But necessary infra for deploying the licenses to be provided by the solution provider

18. Sizing has to be done by factoring One user per Virtual Server Desktop.

19. Windows AD, DNS & DHCP services will be utilized from existing environment

20. If the VDI solution uses Oracle DB, then Bank will provide the required licenses of the database for the proposed deployment. In case of requirement of any other DB, the Solution provider to provide the necessary licenses to the Bank as part of the solution

39) General Terms

➢ 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 bid should be valid for 90 days from the date of submission of bid.

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➢ Any other equipment, devices required to install above hardware need to be provided and installed without any financial implications.

➢ All the hardware supplied should be under back to back support from OEM, OEM letter for the same to be submitted.

➢ All equipment supplied should be factory assembled.

➢ Detailed documentation of installation and configuration has to be provided after successful installation.

➢ 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.

➢ Call logging facility to be made available on 24*7 basis

➢ Make and Model of the quoted products should be furnished.

➢ Part numbers for Hardware and System Software components should be furnished

➢ Supplier has to install and reinstall (if needed) all the hardware without additional cost to the bank.

➢ Supplier has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements

➢ As and when OS, New Firmware Version is announced, Supplier has to inform the bank and install the same without any financial implications during Warranty and AMC period.

➢ The laying of rack cable dressing and labelling should be done neatly without any financial implications.

➢ All cables and accessories to implement connectivity between Server & LAN Switches to be provided.

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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 power & internet connectivity (due to any reason whatsoever it may be) at bidder end 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.

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.

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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 point no. 3 of schedule, however physical documents, to be submitted offline, can be submitted on the next working day up to 03.00 PM on 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) Upload the scan copy of the PAN Card and GST Registration certificate
   c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
   d) After verification by department/service provider, the id will be activated.
   e) At the first login, DSC details will be automatically captured by the system.
   f) 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 reverse auction & support required if any for online bid submission 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.

<div align="center">

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, 89519 44383
Support Email: gunaseelan.m@antaressystems.com

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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.

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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

e. Compliance to Technical Specifications as per Technical Bid.

f. 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.

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)

b) Integrity Pact

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 **10.01.2022, 04.00 PM** to the address mentioned under schedule 3 of this tender. The envelope shall be super scribed as "**Request for Proposal for Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients)"** and the words 'DO NOT OPEN BEFORE (**10.01.2022 at 04.30 PM**)'.

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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.

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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 Sir,

Sub: Request for Proposal for Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients)

Ref: Your RFP No. CO/ITD/1347/R1/2021-22 dated 20.12.2021

******

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

1. Specifications for VDI

S. No.	Technical Specifications	Compliance (Yes/No)
A.	**Solution Technical Specification**	
1.	The solution must support Windows based randomly assigned (first come first serve) pooled desktop virtualization with the ability to run Windows 10/11, Windows Server 2012 R2, Windows 2016, Windows 2019/2022 or latest Windows OS based virtual desktops	
2.	The solution must support Windows based personal (exclusively assigned to user and customizable by user) desktop virtualization with the ability to run Windows 10/11, Windows Server 2012 R2, Windows 2016, Windows 2019/2022 or latest Windows OS based virtual desktops	
3.	The solution should be scalable to support 1,00,000 users.	
4.	The solutions must support session based desktop /application virtualization (multiple users on single OS instance, each user having complete view of Desktop) on windows server operating system with support for all Windows servers supported by OEM Microsoft.	
5.	The solution must support KMS based and Active Directory based OS license activations.	
6.	The solution must support remote access of Windows based physical desktops, laptops and workstations. The Windows platform can be Windows 10, Windows Server 2012 R2, Windows 2016, Windows 2019 or latest Windows OS based virtual desktops	

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7.	The solution must support Linux based desktop virtualization with the ability to run RHEL, Suse, Ubuntu and CentOS distributions based virtual desktops	
8.	The solution should have single display protocol across Windows and Linux OS deployed as, - pooled desktops (random and static), - persistent/dedicated desktops - session based shared desktops, - session based shared application, - remote access of physical desktops, workstations	
9.	The solution should allow single user or multiple user assignment to physical desktops / workstations.	
10.	The solution must support publishing content at, - HTML Web Address - Document file on web server - Directory on FTP server - Document file on FTP server - UNC directory path - UNC file path	
11.	The solution must allow users to have a seamless web-based application experience where a hosted web-based application simply appears within the user's preferred local browser	
12.	The solution must support Linux based OS and Windows based OS running on bare metal, Vmware ESXi, physical desktops /laptops/workstations. The Solution should be able to run independently of underlying hardware and HCI solution certified at DC and DR site.	
13.	The solution should support redirection of USB 2.0, USB 3.0 and USB- C port from endpoints without need of installing driver on end point.	
14.	The solution must allow granular control of USB device redirection based on VID, PID, class, & subclass used by USB device alongwith redirection for COM port	
15.	The solution should support redirection of USB flash drives with hardware encryption	
16.	The proposed solution shall provide the ability to connect to peripherals like printers, DVD drives, serial devices and USB devices connected to client from virtual desktops and application to network devices.	
17.	The solution must support access from endpoint with following OS - Windows, Linux, MacOS, iOS, Android, HTML5, Chrome	
18.	The solution must support access from Thin Client, Zero Clients, RaspberryPi devices	
19.	The solution must be able to detect if client is installed on endpoint, if not it should prompt to install the client while delivering client installable.	
20.	The solution must allow user to switch / opt for "clientless" mode in cases where user do not want to install the client.	
21.	The solution should allow to "auto update" the endpoint client over Intranet and Internet	
22.	The solution should allow Single Sign On. The users will login to endpoint, and solution should be able to use the authentication to seamlessly authenticate user till desktops / application running in DC / Office.	

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23.	The solution should have native integration for authentication via Smartcards OEM, biometrics OEM and Face Recognition technology	
24.	The solution should allow users and / or allow admins to for define the "shortcut" creation on "desktops" and / or "Start Menu" of endpoint for richer user experience. It should also allow to arrange those "Shortcuts" in groups and sub groups for more defined user experience.	
25.	The solution should allow users and / or allow admins to force define the end point drive access to "read and write", "read only", "no access" or "ask user".	
26.	The solution should allow users and / or allow admins to force define the end point Microphone, Web Camera, Digital Camera, Scanners, to be set to "Connect automatically", "Do not Connect" or "Ask User permission".	
27.	The Solution should allow users to plug and play a webcam or usb drives during an active application or desktop session with instant recognition and activation without the need to close the virtual application or desktop.	
28.	The solutions should support multi-touch functionality seen in phones and tablets	
29.	The solution should have the ability to dynamically change the user interface based on the input methods available on the endpoint i.e., the UI should be touch friendly on touch-based devices	
30.	The solution must allow users to define how many and how the virtual display is to be created.	
31.	The solution should allow URL browsing to be offloaded to local web browsers for selected websites, even when the endpoint device is "locked down" thus utilizing the resources - CPU, Memory, Disk & Network of local endpoint. This provides better security, reduces overall cost and ensures superior performance.	
32.	The solution should support printing from direct attached printers, network-based printers, shared printers, MFD, Laser, Dot- matrix, thermal and ink-based printers from end points	
33.	The solution must have its own universal print server/driver to ensure reliable performance	
34.	The solution should allow users to access multiple virtual desktops	
35.	The solution should help limit total number of instances of an application running at the same time in order to comply with app licensing.	
36.	The solution should ease provisioning of VM for user workload by using a single image of the OS to thin-provision virtual desktop or app virtualization VM.	
37.	Automate desktop provisioning - cloning from master image, powering on and enabling VM to be consumed by end users.	
38.	The solution should have its own remote delivery protocol instead of relying on 3rd party protocol	
39.	The solution should have standard predefined settings which can help in performance optimization in their Remote Desktop Protocol.	

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40.	The solution should provide flexibility to configure and enhance remote display protocol to meet Organization specific user environment.	
41.	The solution should allow to control the bandwidth utilization.	
42.	The solution should have delivery protocol which can auto adjust as per changing network conditions	
43.	The solution should have delivery protocol which can work on secure TCP and secure UDP. The delivery protocol should have capability to auto detect and auto failover between TCP and UDP	
44.	The solution should Bandwidth Optimization & Advanced Bandwidth Configuration to provide consistent User Experience for the end users while accessing Virtual Applications & Desktops	
45.	The solution should allow specified URL, when access on end points, to be redirected to a browser running in DC. Thus, ensuring superior security for critical resources.	
46.	The solution should allow for clientless way of offloading audio and video content rendering on HTML based VDI or session desktop access	
47.	The solution should allow for offloading of Video & audio of real time communication for Microsoft teams, Microsoft Skype for Business, Cisco. It should be able do so without hair-pinning of video & audio via DC	
48.	The solution should have single Client on endpoint to do optimization of real-time audio video of Microsoft Teams, Microsoft Skype for business.	
49.	The solution should have optimization for Microsoft teams on Windows & Linux endpoints.	
50.	The solution should allow for specific folder on client (endpoint) to be redirected to server session.	
51.	The solution should allow for auto connect & auto re-connect of client fixed, optical, removable, network drives.	
52.	The solution should allow for "asynchronous writes" to redirected client drives for better performance over slow networks	
53.	The solution should allow users to see detail about graphics mode in use, including graphics provider, encoder, hardware encoding, image quality, progressive display status, and lossless text from inside the session	
54.	The solution should allow admins to define compression for session by degrading color depth or resolution.	
	The solution should support H.265 & H.264 codec	
55.	The solution, when delivering session on Mobile device, should have native ability to enhance the user experience by providing automatic keyboard display while user is on "text" fields & touch optimized desktops for touch -friendly experience with guest users like pinch in, pinch out, single finger tap, single finger tap & hold.	
56.	The solution should allow to embed custom watermark on display screens at multiple places rendered irrespective of endpoint device.	
57.	The solution should allow to embed watermark with ASCII characters to make it readable to users.	

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58.	the solution should allow admins customize the transparency of watermark so that it doesn't cause users hindrances in work.	
59.	The solution should be able to dynamically determine the user session creation based on - number of concurrent logons on VM - CPU usage - Memory usage	
60.	The solution should have native profile management solution to enhance, fill the gaps and customize as per organization needs	
61.	The solution should have user profile management which has granular control on what folders of user profile can be synchronized	
62.	The solution should have profile management solution which can handle large size files efficiently to improve logon performance.	
63.	The solution must support profile management solution which can handle user profiles as profile container in VHD format to reduce the logon time.	
64.	The solution should support user profile management solution which can live stream - fetch the files and folders when they are required, the user profile for an optimized user experience.	
65.	The solution must have built-in mechanism to allow multiple concurrent sessions access to a profile container.	
66.	The solution must have built-in mechanism to put an entire user profile in its profile container	
67.	The solution should have native capability to preserve user data and user installed applications across sessions when user is connecting to non-persistent desktops.	
68.	The solution should have granular role-based access control to allow organizations delegates read, modify rights appropriately.	
69.	The solution should provide the ability to provide real time response on smart card behaviour.	
70.	The solution must have anti-screen capture capabilities when users are accessing from managed end points.	
71.	The solution must have capability to disable print screen / screen clipping when users are accessing from managed endpoints.	
72.	Solution must have capability to hide remote display if users try to intentionally or unintentionally share it over other remote sharing tools like WebEx, Goto meeting, Teams etc.	
73.	The solution must support end to end TLS encryption of its traffic. It should support encryption ciphers; AES configurable session length, hashes:md5, SHA. The encryption should support for data in transit and data at rest	
74.	The solution Should be Credential Guard , Common Criteria, FIPS 140-2 and PCI-DSS compliant.	
75.	The solution must allow to restrict users to one instance of applications.	
76.	The solution should be able to divert a user to specific site for sessions. If in case that site is not available it should be able to redirect to a designated secondary site for that user	
77.	The solution should be able to configure for each user a primary site and secondary site	

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78.	The solutions should be able to configure for each resource (application or desktop) a primary site and a secondary site	
79.	The solutions should have components in Active - Active mode to ensure resource optimization	
80.	The solution should support pure IPv4, pure IPv6 and dual stack deployments	
81.	The solution should maintain a complete track of admin activities in audit DB. In case the database is not reachable the admin activities must still be allowed	
82.	The solution should be able to create a local-like app launch experience by expediting the session creation process for user at login. The session should be created and should be kept ready for user input on application to launch.	
83.	The solution should allow users to open CPU heavy workloads in the virtual applications and session based virtual desktop without impacting active integrative application experience of same users on the same server	
84.	The solution should allow users to open CPU heavy workloads in the virtual applications and session based virtual desktop & minimize the impact on overall experience of others users using load balancing policies	
85.	The interactive application in virtual application or session based virtual desktops on a server should continue to be responsive even if the CPU utilization is high	
86.	The solution should have inbuilt feature for fast logoff where the session is immediate disconnected from endpoint upon user initiating log off.	
87.	The solution should have built-in capability to reduce VM iops using RAM based caching technology	
88.	There should be maximum 1 HA server factored for every 16 physical servers in the solution.	
89.	App Layering/packaging should wrap each application in a layer/package, and store the layers as virtual disks	
90.	Solution should enable packaging any application separately from the Windows OS as a virtual disk layer/package.	
91.	Solution should be able to create any combination of these app layers/package and an OS layer/Image as part of a layered image/packages, and publish it to users	
92.	Application layering/packaging should support to install an application or operating system once, and deploy it as part of any number of images	
93.	Application layering/packaging should elastically assign apps to users, who will see the apps on their desktops upon login.	
94.	The solution should support creation of app layers/packages for early start services and boot- time drivers.	
95.	The solution should provide flexibility to assign apps to users without requiring reboot by attaching VMDK or VHD representing the layer to the VM, delivering app as if it was locally installed.	
96.	The solution should provide writable persistent layer/package that saves all of user's profile settings, user-installed apps, and plug-ins. By providing a consistent user experience every time user's login.	

97.	The solution should allow to deliver applications using app layer/package to the Virtual Desktop or session desktop using user based or machine-based assignment respectively	
98.	The solution should have the ability to rollback updates as easy as roll them out and track all changes to your software inventory	
99.	The solution should support creation of app layers for session-based virtualization on windows server operating system based on machine/user entitlements	
100.	The solution should allow cross-layer merging and application interoperability to avoid layer/Package duplication	
101.	The solution should be able to allow or restrict copy - paste of data between virtual application/ desktop and the endpoint (both ways) used to access the environment	
102.	The solution should have the ability to restrict or allow copy-paste operation & control operations such as Clipboard Mapping, File Transfer, Printer Mapping as well as USB Redirection	
103.	The solutions should allow to perform multi factor authentication as per user. For different set of users, the solution should be able to configure different level and authentications	
104.	The solution should allow to integrate with 2nd based authentication solutions using RADIUS	
105.	The solutions should be able to authenticate third party users who are not a part of AD using SAML 2.0 based authentications	
106.	The solution should allow user to change (anytime before expiry) password of their AD account. The solution should alert the user for changing the password before expiry.	
107.	The solution should provide the ability to record the user's session for select users	
108.	The solution should have the ability to notify the users on the running session when their session is being recorded	
109.	The solution should also have the ability to record the session without any prompt	
110.	The solution should have ability to dynamically record the session based on, - specific virtual application - specific virtual desktop	
111.	The solution should allow admin enable session recording on a live session without causing any interruption to user access	
112.	The solution should be able to record all VDI as well as Session Based Desktops Virtual Machines for End Users	
113.	The solution should be capable of running on the below networks: >VSAT links with varying latencies >MPLS links >Broadband connections provided by local ISP >Point to point network Telecom service provider network with EDGE and higher connectivity	
114.	The solution should be capable of handling packet loss and should work without breaking on network with packet loss as high as 2%	
115.	The solution should provide built-in tool to take remote assist session of user's session without incurring any additional load on the WAN link	
116.	The solution should report User Access Type - Displays the mode of access of the session.	

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117.	The solution should report Client Host Name - The host name of the client.	
118.	The solution should report Reason for termination - Displays the reason for a session termination. For example, Session Timeout, Session terminated by the user.	
119.	The solution should provide the ability to centrally kill user process that are causing problems in the user's session	
120.	The solution should report an alert message to the end user before the virtual session idle times out	
121.	Solution should have segregation of user access control and authentication functions with segregation of DMZ and MZ component.	
122.	The Solution should use only secure ports to communication from remote endpoint to Solution Gateway & between internal solution components	
123.	The solution should support forceful logoff functionality with max. idle time setting so that a session gets terminated once prescribed period of idle time has elapsed.	
124.	The proposed solution shall deliver virtual desktops and applications through a single platform and single management tool to streamline management, easily entitle end users and rapidly deliver desktops and applications to end users across devices and locations.	
125.	The proposed solution shall be able to provide access to applications hosted on Microsoft Windows Servers/ Linux Servers. This should support - Clientless application Access - Integrate Application with native desktop	
126.	The proposed solution shall provide unified user interface to access virtual desktop & applications across various platform like Windows, Windows Server OS, Linux	
127.	The proposed solution shall optimize the usage of server resources (using full virtualization) and shall support network efficient protocols which are capable of delivering the desktops efficiently and effectively consuming minimum bandwidth (40-150 Kbps per desktop or application session)	
128.	The proposed solution shall provide optimized access to virtual desktops across the WAN, LAN and internet through an HTML5 compliant browser.	
129.	The solution should support file sharing (upload/download) without drive redirection.	
130.	Administrator should be able to see online users	
131.	Administrator should be able display alert as message to users in advance for an upcoming maintenance	
132.	The proposed solution shall provide Enterprise Portal - End users will use this portal to access all the corporate applications, virtual desktop which they are entitled to. - End users get access to this portal with single sign-on. -End user access to portal shall support Active Directory and two factor authentication.	
133.	Proposed solution should have option to use PC as client without Windows OS.	
134.	The solution should Strengthens IT security by protecting all mission-critical data in the datacenter unless it can be audited, controlled and enforced by policy. Only screen updates, mouse	

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	clicks and keystrokes—not data—traverse the remote connection keeping application data safe from hackers and protecting the corporate network from unmanaged devices.	
135.	Solution must provide fine-grained context-based policy engine employs smart access policy management to balance the needs of varying use case scenarios by granting or denying individual tasks, such as printing, copy/paste or mapping drives, at a granular scenario-specific level	
136.	IT should have self-service selection of their authorized apps and desktops, delivering a consistent experience across different devices and networks, and quickly reconnecting users for speed and convenience.	
137.	It Should support same look and feel across different devices like Desktop, Tablet, Mobile etc.	
138.	The proposed solution shall support industry standard load balancing solutions to enable scalability. Load balancer to be supplied as part of the solution.	
B.	**Network Security and Load Balancing**	
1.	The solution should have capability to restrict session launch based on IP geolocation.	
2.	The solution should report Country from which the session was established	
3.	The solution should report HA Failover Count - Number of times HA failover occurred.	
4.	The solution should report WAN latency - Latency caused by the client side of the network. I.e., from DMZ to end user.	
5.	The solution should report DC latency - Latency caused by the server side of the network. I.e., from DMZ to backend servers.	
6.	The solution should report Client side Zero Window size event - This counter indicates the number of times the client advertised a zero TCP window.	
7.	The solution should report Server side Zero Window size event - This counter indicates the number of times the server advertised a zero TCP window.	
8.	The application delivery controller solution should have a modern, software-defined architecture that works in the same manner across multiple environments, including VMware vSphere, AWS, Azure, Google Cloud, OpenShift, Openstack, bare metal and Linux KVM	
9.	The solution should be able to deliver SLB/GSLB/WAF (if required) functionalities for the Management components of the VDI solution and should be sized to support 1500 Users. With the option for the bank to pay as we grow our user environment for additional load balancing capacities.	
10.	The load balancing solution should be a pure software based solution.	
11.	The application delivery controller solution should provide complete separation of control and data planes, so that if the control plane goes down there is ZERO impact to the data plane forwarding	
12.	The control plane shall provide a single-pane-of-glass management of the data plane components across all supported	

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	environments from VMware vSphere, AWS, Azure, Google Cloud, OpenShift, Openstack, bare metal and Linux KVM	
13.	When the control plane is offline, the data plane nodes shall have the capability to buffer logs for a period of time, and re-send the logs to the control plane when it comes online	
14.	The control plane must be configured with high availability	
15.	The data plane should follow a distributed, scale-out architecture where the data plane nodes are implemented as virtual machines or containers, and the performance can be managed by the number of virtual CPU cores allocated to each data plane nodes	
16.	The data plane should support elastic automatic or manual scaling. In automatic scale-out, the controller intelligently creates more data plane nodes to handle traffic should the resource usage on existing data plane nodes exceed user-defined thresholds and scales-in by removing data plane nodes when resource usage drops below user-defined thresholds	
17.	The data plane nodes shall support high availability including active/standby, active/active and N+M high availability	
18.	The solution shall support load-balancing and global server load balancing for various workloads from virtual machines to containers. For K8S based environments, the solution shall automate the creation of virtual services, pools and pool members in the data plane when K8S commands are used to deploy services on K8S clusters	
19.	The solution should support multi-tenancy and role-based access control, allowing the same control and data plane setup to be used by separate tenants each with their own set of configuration and resources	
20.	The solution shall support authentication and authorization access via LDAP, TACACS+, SAML, PING	
21.	The solution shall provide a rich set of analytics to determine the health of applications and the experience of users using these applications. Such analytics shall include latency, throughput, connections/second and HTTP/HTTPs responses to help operators quickly troubleshooting and isolate issues	
22.	The solution shall support events, alerts and notifications via Syslog, SMS, SNMP traps and email	
23.	The solution should be 100% built to support RESTful API. Any GUI or CLI command executed can be implemented as RESTful API	
24.	The solution shall support active as well as passive health monitors for applications. Active health monitors involve the data plane nodes sending queries to servers, mimicking a client, while passive health monitors provide a more subtle check by attempting to understand and react to the client-to-server interaction	
25.	Configurable active health monitors shall include DNS, external, HTTP, HTTPS, Ping, TCP and UDP monitors	
26.	The solution shall support SSL termination and SSL pass-through, as well as TLS v1.0 to v1.3 along with various ciphers and algorithms including Elliptic Curve, PFS, AES GCM and AES CBC	

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27.	The solution shall support custom scripting, if required, to help manage load balancing and traffic redirection	
28.	The solution shall detect and identify DOS attacks on the VDI infra, provide notifications, and mitigate appropriately	
29.	The solution shall discern between attack traffic and normal traffic and mitigate the former without impacting the latter	
30.	The solution shall provide customizable attack detection criteria, and provide artificial intelligence capability for learned behavioral settings	
31.	The solution shall provide inbuilt intelligent WAF capabilities, which the bank can turn on at any time by procuring more capacities, with real-time insights into application-specific traffic, security, and user experience, to identify and protect against the most sophisticated attacks.	
32.	The solution shall protect web applications from common security vulnerabilities as identified by Open Web Application Security Project (OWASP), such as SQL Injection and Cross-site Scripting (XSS), while providing the ability to customize the rule set for each application	
33.	The solution shall provide centralized management of all WAF features across data plane nodes	
34.	The solution shall provide input protection, HTTP validation, data leak protection, automated attack blocking and application specific security (e.g., Drupal, WordPress etc)	
35.	The solution shall provide deep security insights to help eliminate false positives when using web application firewall features	
36.	The solution shall provide global server load balancing functionality to help achieve application high availability across the two data centers, and to provide optimal application experience to users/clients who are in geographically distributed areas	
37.	The global server load balancing solution shall be implemented using the same control and data plane nodes, and there should be no additional license costs for it	
38.	The solution should provide software load balancer capability which can be scaled out on demand for providing load balancing and redundancy at all levels to ensure the availability of Virtual Desktop & Applications.	
C.	**Monitoring and Reporting:**	
1.	The solution should have inbuilt feature to set limit to CPU capacity on an Individual process for better optimization in shared environment	
2.	The solution should have inbuilt feature to intelligently optimize the CPU priority of the process that trigger CPU spike protection	
3.	The solution should have inbuilt feature of CPU Clamping/affitinize by preventing process using more than a specified percentage of the CPU's processing power	
4.	The solution should have inbuilt feature of CPU affinity by defining how many logical processors a process should use	
5.	The solution should be able detect network changes in terms of user responsiveness, alert user proactively and also records it for admins to do historic troubleshooting	

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6.	The solution should be able to detect change in network bandwidth, alert user proactively and also records it for admins to do historic troubleshooting	
7.	The solution should be able to detect high CPU usage, alert user proactively about possible impact on performance and also record it for admins to do historic troubleshooting	
8.	The solution should be able to detect high graphic usage, alert user proactively about possible impact on performance and also record it for admins to do historic troubleshooting	
9.	The solution should capture Session ID - A unique identity for a virtualization session.	
10.	The solution should report Session Type - Application/Desktop virtualization	
11.	The solution should report bandwidth per Interval - The bandwidth consumed by the session during that particular interval of time.	
12.	The solution should report Session Bandwidth - The bandwidth consumed by the session irrespective of the interval of time.	
13.	The solution should report Start Time - Session start time.	
14.	The solution should report Up Time - Session duration.	
15.	The solution should report Client IP Address - End user IP and client User name alongwith machine name	
16.	The solution should report Server IP Address - Backend server IP.	
17.	The solution should report Client Type - Windows Client, Mac client, HTML5 etc.	
18.	The solution should report Client Version	
19.	The solution should report Session Reconnects - Number of times the session reconnected.	
20.	The solution should report Total Bytes - Total Bytes consumed by the user during the selected time period.	
21.	The solution should provide historical reports related to resource utilization of the environment with a minimum lookback of 30 days	
22.	The solution should be able to identify and measure the responsiveness of the endpoint being used to access the virtual desktop	
23.	The solution proved a unified dashboard for user processes, User Logon and Users network parameters	
24.	The solution should provide additional analysis of the interactive session details to help IT admins keep login times to a minimum.	
25.	The solution should allow proactive notification and alerting functionality to set warning on default alert policies and critical thresholds for various conditions	
26.	The solution should have the ability to search for session-based metrics using the user's username	
27.	The solution should be able to provide detailed metrics around the individual processes running in a user's session	
28.	Should Support advanced reporting, radius auditing and accounting integration	
29.	Should have feature for user connection monitoring, event alarms, view logs and performance information via the centralized management console, SNMP integration including specific SNMP Disruptor for central syslog server	

30.	Monitoring user experience metrics- Like logon duration (full breakdown), Bandwidth, Latency, Application Load Time and more for better VDI experience.	
31.	The ability to execute scripts and actions on user sessions entities for troubleshooting, management and improving end-user experience- for example, Shadow session/remote assistance, group policy update and edit, registry control and more.	
32.	Capacity planning and sizing recommendations per each server (CPU, RAM and more).	
33.	An automated mechanism which allows the user to see the root cause of any issue in any level and act in real-time.	
34.	Health monitoring of Hypervisor, Management Infrastructure VMs.	
35.	The ability to get quickly to a root cause of an IT issue, drill down and analyse the issue/s.	
36.	The ability to execute actions in any IT entity and level (Host, Virtual/Physical machine, user session, and process) in context and in real-time.	
37.	The ability to get notifications and alerts according to different rules and metrics.	
38.	Trend analytics, drill through to details. Benchmarking and the ability to compare your metrics and performance to identical organizations for benchmarking.	
39.	The ability to set automation and auto-remediation	

2. Specifications for the Hyper Converged Infrastructure Solution

S. No.	Technical Specifications	Compliance (Yes/No)
1.	The solution shall provide hyper-converged infrastructure that allows delivery of enterprise-class storage services using latest x86 server infrastructures without dependence on a separate Storage Area Network &associated components such as SAN Switches & HBAs.	
2.	Propose All-flash (SSD) HCI nodes in both the sites, each proposed node must be configured with capacity disks of 7.68 TB, without considering any storage optimization. Each of the SSD in the proposed node must be MLC or higher SSD.	
3.	The solution should able to support different generation of Intel/AMD processors in the same cluster for investment protection over the life of the proposed solution.	
4.	The proposed HCI Solution to be supplied with VMware ESXi as the Hypervisor layer and VMware vRealize Operation management platform.	
5.	The proposed HCI Solution needs to be managed by existing management server (VMware vCenter) to provide single pane of management for the existing as well as the new HCI cluster.	
6.	Each node must be proposed with minimum 2 processors, each having 32 Cores with clock speed higher than 2.6 GHz.	
7.	The nodes should connect over 10G IP connectivity. Minimum 4x10G/2*25 Gbps Ethernet port per node must be proposed.	

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S. No.	Technical Specifications	Compliance (Yes/No)
	All ports need to be independent so as to provide high availability.	
8.	Each of the node must have RAM populated using 64 GB or higher DDR4 Module @ 2666 MHz or higher	
9.	Node must have Redundant Hot Plug High Efficiency Power Supply with N+1 configuration with maximum 2U form factor.	
10.	Redundant Hot Plug High Speed Cooling Fans.	
11.	The proposed solution should be 100% Software defined.	
12.	The solution should provide a single unified management console for the management of software defined storage environment, underlying Hardware and associated components.	
13.	The solution should deliver zero data loss in case of disk, host or network failure. Minimum 1 node failure must be considered while configuring the cluster.	
14.	The solution should support checksum of data to ensure data integrity & to enable automatic detection and resolution of errors.	
15.	The solution should be able to work on latest x86 server hardware available from all the leading vendors in the industry.	
16.	The solution should provide enterprise data services such as compression completely in software without dependence on any proprietary hardware. These functionalities should be part of the proposed solution. The HCI solution must have functionality to enable or disable compression online on data container without any downtime and data loss as per business requirement.	
17.	Remote management features, Appliance management software capable of providing role-based security, alerts of critical component failure along with power monitoring. Should also provide for controlling Power, Fan management, Compute node initialization, Resource discovery and inventory management, Resource alerts and monitoring management, Compute node power management and diagnostics for elements including I/O options and compute nodes.	
18.	The solution should be able to connect to external 3rd party SAN & NAS storage into the HCI cluster for capacity expansion	
19.	The proposed HCI ready servers which will be utilized for hosting HCI solution should be certified by the OEM of the HCI solution.	
20.	The proposed solution independently scales storage and compute as and when needed without any downtime.	
21.	The proposed solution should support SSD disk as caching disk, same must be in addition to the capacity disk of same capacity as capacity disk, asked in this RFP. The failure of one caching drive on the node should not bring the node / cluster down. Multiple cache drives per node should be supported.	
22.	The Solution should start instant rebuilding of data to get to a healthy state with zero impact to the running solution for Hyper-Converged Integrated System applications.	

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

S. No.	Technical Specifications	Compliance (Yes/No)
23.	The Solution should utilize all nodes of the Cluster for Data rebuilding without depending on parity calculation.	
24.	The entire HCI must have a single RCM (Release Center Matrix) and single patching;	
25.	Manage Firmware across entire hardware stack.	

The following types of the users have to be considered, while architecting the HCI solution for each of the site:

Description	Corporate Office (Basic) Users	Office + Collaboration tool Users	Vendor / Contract Users	Developer Users	Executive Users
Count of users	200	150	50	50	150
Operating System	Windows Server 2019/2022	Windows Server 2019/2022	Windows Server 2019/2022	Windows Server 2019/2022	Windows Server 2019/2022
CPU assigned to each VM	2 vCPU (800 MHz)	2 vCPU (950 MHz)	2 vCPU (950 MHz)	4 vCPU (1200 MHz)	4 vCPU (1200 MHz)
Memory per VM	8 GB	8 GB	8 GB	16 GB	16 GB
OS Disk Size	60 GB	60 GB	60 GB	60 GB	60 GB
User Data assigned per User	200 GB	200 GB	200 GB	200 GB	200 GB

3. Specifications for Thin Client

S. No.	Technical Specifications	Compliance (Yes/No)
1.	Processor Intel/AMD with min 1.8 GHz Quad Core Processor on x86 platform or higher	
2.	4 GB RAM and Higher	
3.	Integrated graphics with 32 MB shared RAM	
4.	32 GB ROM and Higher	
5.	Total 4 External USB or higher, out of which one should be USB 3.0	
6.	Audio port for headphone	
7.	1 serial Port	
8.	1 Parallel Port	
9.	1 VGA / DP & 1 HDMI Port. If Thin Client does not have VGA Port, then Convertor for DP to VGA is to be provided by the Solution provider and it will also be under 3 years warranty + AMC	
10.	10/ 100 / 1000 Mbps Ethernet (auto sensing) NIC, RJ45 connector	
11.	HD Graphics or Higher (Integrated in processor)	
12.	Option to enable / disable external USB ports.	

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S. No.	Technical Specifications	Compliance (Yes/No)
13.	100-240 Volts AC, at 50-60 HZ, energy-saving automatic power-down, surge-tolerant, Must be external adapter to avoid internal heating	
14.	LED Backlit 19.5" or higher LCD Color Monitor Antiglare (Same make as Thin Client) Energy Star /TCO 05	
15.	USB OEM Keyboard (Same Make as Thin Client)	
16.	USB OEM Scroll Mouse (Same Make as Thin Client)	
17.	Embedded O/s - Should support external DVD R/W & HDD via USB Port	
18.	Should support installation of local as well as Network printer	

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.

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

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/1347/R1/2021-22   **Date: 20.12.2021**

PART - II

Commercial Bid (To be submitted after Online Reverse Auction)

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

Dear Sirs,

Sub: Request for Proposal for Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients)

Ref: 1. Your RFP No. RFP No. CO/ITD/1347/R1/2021-22 dated 20.12.2021
2. Online Reverse Auction Dated _____

Further to the online reverse auction conducted on _____, we submit hereunder the price details as per the specifications given in Part-I.

Price Schedule (A) (in Rs., exclusive of Taxes)									
S No	Description	Qty (A)	Unit Cost (inclusive of Warranty of 3 years) (B)	Total Cost (inclusive of Warranty of 3 years) (C = A * B)	4th Year AMC cost per unit (D)	5th Year AMC cost per unit (E)	Total AMC Cost for 2 years (F = A*D + A*E)	Total Cost for a period of 5 years (G = C + F)	
1	HCI Hardware Solution Cost (Cost and Qty should be for both the proposed sites)	Bidder to provide							
2	Thin Client (including Monitor and Keyboard)	600							
Total Cost									

Implementation Cost (B) (in Rs., exclusive of Taxes)		
S No	Description	Total Cost
1	Implementation Cost	

Subscription Licensing Model (C) (in Rs., exclusive of Taxes)													
S No	Description	Qty (A)	Subscription Cost/Unit For 1st Year (B)	Total Cost for 1st Year (C=A*B)	Subscription Cost/Unit For 2nd Year (D)	Total Cost for 2nd Year (E=A*D)	Subscription Cost/Unit For 3rd Year (F)	Total Cost for 3rd Year (G=A*F)	Subscription Cost/Unit For 4th Year (H)	Total Cost for 4th Year (I=A*H)	Subscription Cost/Unit For 5th Year (J)	Total Cost for 5th Year (K=A*J)	Total Cost for 5 Years (L=C+E+G+I +K)
1	VDI Solution Cost (Concurrent Basis)	600											

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

S No	Description	Qty (A)	License Cost/Unit (B)	Total License Cost (C=A*B)	AMC Cost for 1st Year/Unit (D)	AMC Cost for 2nd Year/Unit (E)	AMC Cost for 3rd Year/Unit (F)	AMC Cost for 4th Year/Unit (G)	AMC Cost for 5th Year/Unit (H)	Total AMC Cost for 5 years (I=A*(D+E+F+G+H))	Total Cost for 5 Years (J=C+I)
	Perpetual/Term Licensing Model (C) (in Rs., exclusive of Taxes)										
1	VDI Solution Cost (Concurrent Basis)	600									

S No	Description	Cost for 1st Year (A)	Cost for 2nd Year (B)	Cost for 3rd Year (C)	Cost for 4th Year (D)	Cost for 5th Year (E)	Total Cost for 5 Years (F=A+B+C+D+E)
	Onsite Support/FMS Cost (D) (in Rs., exclusive of Taxes)						
1	Onsite Support/FMS Cost						

Total Cost to be quoted in reverse auction (A+B+C+D) = Rs………………

#Price is inclusive of all charges but exclusive of GST. 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.

  For

(Authorized Signatory)
Office Seal

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

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

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 Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients)

Ref: RFP No. CO/ITD/1347/R1/2021-22 dated 20.12.2021

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 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% 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.

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.

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

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 this ....day 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/1347/R1/2021-22   **Date: 20.12.2021**

Annexure -II

SELF DECLARATION – BLACKLISTING

To,
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 Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients)

Ref: Your RFP No. CO/ITD/1347/R1/2021-22 dated 20.12.2021

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:

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

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

Annexure-III
CONTRACT FORM
(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made the ....day 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 Commercial 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/1347/R1/2021-22   **Date: 20.12.2021**

Sl. No.	Brief description of goods & services	Quantity to be supplied	Unit price	Total price

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/1347/R1/2021-22   **Date: 20.12.2021**

Annexure-IV
Performance Security Format

Bank Guarantee No.   Date:

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

WHEREAS .... (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Bank's Purchase Order/ Notification of Award Ref. No. ….. dated …………. for .... (Brief Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said order 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 the ....day 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/1347/R1/2021-22   **Date: 20.12.2021**

Annexure-V
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: Request for Proposal for Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients)

Ref: Your RFP No. CO/ITD/1347/R1/2021-22 dated 20.12.2021.

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.

In case we fail to execute the terms of agreement /contract to the satisfaction of the Bank, we understand that the Bank may take appropriate suitable steps for our organisation.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

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

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

Annexure - VI
MANUFACTURERS' AUTHORIZATION FORM

Date:

To
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 Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients)

Ref: Your RFP No. CO/ITD/1347/R1/2021-22 dated 20.12.2021.

We _____ who are established and reputable manufacturers of _____ *(name & descriptions of goods offered)* having factories at (*address of factory*) do hereby authorize M/s _____ *(Name and address of Agent)* to submit a Quote, and sign the contract with you for the goods manufactured by us against the above RFP (Request for Proposal).

We hereby extend our full warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP (Request for Proposal). We duly authorize the said firm to act on our behalf in fulfilling all installation, technical support and Annual maintenance obligations required by the Contract.

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.

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

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

Annexure-VII
INTEGRITY PACT
(To be submitted on Non - Judicial Stamp Paper)

INTEGRITY PACT
Between
Indian Bank hereinafter referred to as "The Bank''
and
M/s …………………. Hereinafter referred to as "The Bidder/Contractor"

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients) The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and / or Contractor(s).

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

Section 1 – Commitments of the Bank

1.   The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:

   a)   No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b)   The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

   c)   The Bank will exclude from the process all known prejudiced persons.

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

Section 2 – Commitment of the Bidder(s)/Contractor(s)

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

   a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

	CO: INFORMATION TECHNOLOGY DEPARTMENT,
इंडियन बैंक Indian Bank	**INDIAN BANK, CORPORATE OFFICE,**
इलाहाबाद ALLAHABAD	**254-260, AVVAI SHANMUGAM SALAI**
	CHENNAI – 600014

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

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

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

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

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

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

Section 3– Disqualification from tender process and exclusion from future contracts
If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process.

Section 4– Compensation for Damages
1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages.

2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

Section 5 – Previous Transgression
1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.

	CO: INFORMATION TECHNOLOGY DEPARTMENT,
Indian Bank / Allahabad	**INDIAN BANK, CORPORATE OFFICE,** **254-260, AVVAI SHANMUGAM SALAI** **CHENNAI – 600014**

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.

4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.

5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fir by the Bank.

6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.

2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.

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

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

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

Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.

3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.

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

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.

7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. The word **'Monitor'** would include both singular and plural.

Section 9 – Pact Duration

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

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

Section 10 – Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.

4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

	CO: INFORMATION TECHNOLOGY DEPARTMENT,
इंडियन बैंक Indian Bank / इलाहाबाद ALLAHABAD	**INDIAN BANK, CORPORATE OFFICE,**
	254-260, AVVAI SHANMUGAM SALAI
	CHENNAI – 600014

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

6. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity Pact at …………………………on …………………….

---   ---------------------------

(For & On behalf of the Bank)   (For & On behalf of Bidder/Contractor)

(Office Seal)   (Office Seal)

Place ----------------------   Place ----------------------

Date   ----------------------   Date ----------------------

Witness 1:   Witness 1:

(Name & Address) -------------------------   (Name & Address) -------------------------
-------------------------   -------------------------
-------------------------   -------------------------

Witness 2:   Witness 2:

(Name & Address) -------------------------   (Name & Address) -------------------------
-
-------------------------   -------------------------
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Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

Annexure-VIII
SERVICE LEVEL AGREEMENT

THIS AGREEMENT made the ....day 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 Shanmugham 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 product 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.

The successful bidder is bound and to comply the Service Levels as described below:

1. The successful bidder shall have to enter into "Service Levels Agreement" having all terms and conditions of this RFP to maintain uptime and provide the service support and onsite support during the entire contract period.
2. Both the bidder and OEM will be totally responsible for the maintenance, configuration and fault free operations of supplied Solution and its maintenance during the warranty and post warranty (AMC/ATS period) period.

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

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

3. Any technical glitch/ issue in installed infrastructure of the solution (i.e. hardware and software, OS/DB etc.) should be attended on priority and should be covered under warranty/AMC.
4. The bidder has to maintain a guaranteed minimum uptime of 99.90% for all systems/ solutions supplied under this RFP to avoid any business disruption due to breakdown of system or degraded performance impacting business or unavailability of data. The calculation of uptime will be on a monthly basis.
5. The issue/ break down message may be communicated by the Bank team by way over phone / email/ call logging.
6. For penalty calculation, the total time elapsed between the intimation of break down message from Bank side to the vendor and receipt of rectification message from the bidder to Bank side will be considered.
7. During the warranty period, the penalty will be deducted in FMS payment. In case, Bank is unable to adjust penalty in FMS payment, the Bank at its discretion may invoke the Performance Bank Guarantee (PBG) to deduct the penalty amount.
8. Post warranty period, the penalty will be deducted in FMS/AMC/ATS payment. In case, the Bank is unable to adjust penalty in FMS/AMC/ATS payment, the Bank at its discretion may invoke the Performance Bank Guarantee (PBG) to deduct the penalty amount.
9. If the support services are not provided on 24*7 basis and/or satisfactory services are not provided, the Bank with its discretion may reject the proposal / terminate the contract, without assigning any reason.
10. The bidder is required to mandatorily conduct quarterly preventive and breakdown maintenance activities to ensure (without any impact on day to day operations) to maintain uptime of 99.90% uptime on monthly basis covering 24*7*365 days.
11. For calculation of uptime (penalty), planned/ scheduled down time will be exempted. Bank will pay the bidder after deducting the calculated penalty from the payable amount.
12. If any critical component of the entire configuration setup is out of service, then the bidder & OEM shall either immediately replace the defective unit (with new one) or replace it at its own cost or provide a standby, on immediate basis, not more than 4 hours , The bidder should maintain proper inventory of standby components for early resolution of issues.
13. If the bidder, having been notified, fails to remedy the defect(s) within the 4 hours' time duration from the incident, the Bank may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights, which the Bank may have against the supplier under the Contract.
14. For all issues related to installed infrastructure, RCA (Root Cause Analysis) to be provided by the respective OEM within 3 working days. The delay in submission will lead to penalty.

Service Area	Service Level	Penalty
Availability Management		
Uptime of the solution for High availability setup	Uptime % of application calculated on monthly basisfor each solution.	Penalty shall be applicable in % (as mentioned below) of monthly contract value. If the uptime is below 98%, the Bank shall have full right to terminate the contract with the Bidder.
	99.90% to 100%	NA
	Below to 99.89%	1 % deduction of monthly contract value for the solution for every reduction in uptime by 0.01 % in

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

		uptime. Uptime shall be calculated monthly
Manpower Management		
Manpower Services	The bidder has to provide experienced and certified manpower at Bank premises as per RFP. Any gap will attract penalties. In case the onsite resources go on leave/ absent, replacements having equivalent or more experienced and qualification has to be arranged by the bidder to ensure regular functioning of the bank operation. Incase replacements are not arranged, bank shall pay only the proportionate amount of onsite resource charges during the month	The Bank shall impose penalty of 0.5% of FMS charges payable to the bidder for that month for each day of the absence.
Centralized Management and Monitoring System		
No Deployment or less than 60% functionality	Shall be available with 99.90 % functionalities	30% of monthly ATS& FMS Cost deduction for the entire solution for every month of its non- availability
Partial Deployment (having between60-80% functionality)	Shall be available with 99.90 % functionalities	20% of monthly ATS & FMS Cost deduction for the entire solution for every month of its non-availability
Partial Deployment (having between Than 80-95% functionality)	Shall be available with 99.90 % functionalities	10% of monthly ATS & FMS Cost deduction for the entire solution for every month of its non- availability
Partial Deployment (having between than 95-99.90% functionality)	Shall be available with 99.90 % functionalities	5% of monthly ATS & FMS Cost deduction for the entire solution for every month of its non-availability
Downtime of Centralized Monitoring Tool	Shall be available with uptimeof 99.90 % monthly uptime	1 % deduction of monthly total of ATS and FMS value for thesolution for every reduction in uptime by 0.01 % in uptime. Uptime shall be calculated monthly
For "**Centralized Monitoring System", ATS post warranty period (i.e. Year 4 of thecontract), will be considered during Warranty Period for calculation of penalty.**		
Security Vulnerability Management		
Version Upgrade Major/ Minor for	The Operations Team has to have version upgrades	For breaches of Version upgrade

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all Software /Middleware	of all underlying software / Middleware as per respective OEM recommendations & Publish the Quarterly version upgrade calendar for the same. Failure to comply with the Version upgrade calendar will attract penalties.	Penalty of Rs.100 per day and increase of Rs 100 for each subsequent day for delay in version upgrade of (OS, Server, Solution, protocol etc.) solution proposed under this RFP.
Patching of all Hardware/ Software/ Middleware	All underlying hardware / software / Middleware to be patched as per respective OEM recommendations. Failure to comply with the Patch calendar will attract penalties.	For breaches for patches — Penalty of Rs.100 per day and increase of Rs 100 for each subsequent day for delay in applying of each patch as per security/ statuary/ OEM recommendations.
Closure of VA / PT, and SCD Points on all Hardware/ Software/ Middleware	All identified vulnerabilities over underlying hardware / software / Middleware to be patched as per respective OEM recommendations. Failure to close these calls within timelines will attract penalties based on criticality of calls. 1.Critical Category–7 Days 2.High Category–15 Days 3.Medium - 30 Days 4.Low - 60 Days	**For breaches for timelines under Critical & High Category** – Penalty of Rs.300 per day per vulnerability for delay in mitigation/ fixing vulnerabilities. **For breaches for timelines under Medium Category –** Penalty of Rs.200 per day per vulnerability for delay in mitigation/ fixing vulnerabilities. **For breaches for timelines under Low Category –** Penalty of Rs.100 per day per vulnerability for delay in mitigation/ fixing vulnerabilities.
Knowledge Management		
OEM Health Check	Health check not conducted by the OEM representative once in a year.	Penalty of Rs. 2,000 will becharged for each such solution for each defaulted month will be imposed.
Compliance of RBI/ CERT-IN Advisories/ other regulatory advisory	Compliance by end date, as notified in the advisory	Compliance by end date — No Penalty
	Penalty by delay by each day	By Delay of each day, 0.5% of **Monthly Contract Value, per day**

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

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

(a)   During Warranty period, "Monthly Contract Value" will be as under-

Solution Cost /12 + License Cost/12 + FMS Cost/12 (divided by 12 for getting monthly amount out of yearly amount)

(b)   Post Warranty period, "Monthly Contract Value" will be as under-

AMC of Solution Cost/12 + AMC/ATS of License Cost/12 + FMS Cost/12 (divided by 12 for getting monthly amount out of yearly amount)

Penalty Cap on SLA: - 100% * Monthly Contract Value (calculated on Monthly basis).

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 ....
e) NDA 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.

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: ....

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

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

Annexure-IX
NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into at ……..on 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, Avvai ShanmugamSalai, 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 banking and intends to procure Virtual Desktop Solution (including Thin Clients).

M/s……………………………. Limited has been engaged in the business of Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients).

The parties have entered into agreement dated _____ for Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients) "(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 THERFORE 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.

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

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

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

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 an made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term
This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

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

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

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 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.

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

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

11. Jurisdiction

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

12. Indemnity clause

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

13. 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/1347/R1/2021-22   **Date: 20.12.2021**

ANNEXURE – X
DECLARATION FOR MSE 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: Request for Proposal for Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients)

Ref: Your RFP No. CO/ITD/1347/R1/2021-22 dated 20.12.2021.

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. CO/ITD/1347/R1/2021-22 dated 20.12.2021 floated for Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients). 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 MSE 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, Cancelation 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

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

ANNEXURE-XI

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 LETTER HEAD)

To,   Date
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 Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients)

Ref: Your RFP No. CO/ITD/1347/R1/2021-22 dated 20.12.2021.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India as per the O.M.No.F.No.6/18/2019-PPD dated 23.07.2020; We certify that **<< name of the bidder>>** & **<< name of the OEM>>** are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we and our OEM fulfils all requirements in this regard and are eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached, wherever applicable]

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

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

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

ANNEXURE-XII

INSTALLATION CERTIFICATE FOR ISSUE BY THE BRANCH AFTER SUCCESSFUL INSTALLATION OF Virtual Desktop Solution (including Thin Clients)

Date:

Sub: Certificate of installation of Virtual Desktop Solution (including Thin Clients)

1.   This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

(a) Contract No._____ dated _____

(b)Description of the equipment: Virtual Desktop Solution (including Thin Clients)

(c)Quantity _____

(d)Date of delivery_____

(e)Date of installation and proving test _____

2.   Details of accessories/spares not yet supplied:

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 _____

Ref: CO/ITD/1347/R1/2021-22   **Date: 20.12.2021**

ANNEXURE-XIII

Certificate of Local Content as per Make in India Guidelines (For Individual Components)

To,   Date
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 Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients)

Ref: Your RFP No. CO/ITD/1347/R1/2021-22 dated 20.12.2021.

This is to certify that proposed _____ **<product details>** is having the local content of_____ % as defined in the above mentioned RFP.

The details of location(s) at which the local value addition is made are as under

S.No.	Make and Model	Name of Place

This certificate is submitted in reference to the 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, referred to hereinabove.

For Bidder   For OEM

Signature of authorised signatory   Signature of authorised signatory
Name and Designation: Name and Designation:
Seal: Seal:
Date: Date:

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

Ref: CO/ITD/1347/R1/2021-22 **Date: 20.12.2021**

ANNEXURE-XIV

Certificate of Local Content as per Make in India Guidelines (For Complete Solution)

To, Date
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 Supply, installation and maintenance of Virtual Desktop Solution (including Thin Clients)

Ref: Your RFP No. CO/ITD/1347/R1/2021-22 dated 20.12.2021.

This is to certify that the complete proposed solution is having the local content of_____ % as defined in the above mentioned RFP.

The details of location(s) at which the local value addition is made are as under

S.No.	Make and Model	Name of Place

This certificate is submitted in reference to the 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, referred to hereinabove.

For Bidder

Signature of authorised signatory
Name and Designation:
Seal:
Date:

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CHECKLIST

S.No.	Criteria	Documents to be submitted as proof
1	The Bidder should be a Public/Private Limited Company and should be in existence in India for the last 3 years (as on 30.09.2021). In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into account	Copy of Certificate of Incorporation issued by the ROC and Articles of Association should be submitted.
2	The Bidder should be Net profit earning organization in each of the last three Financial years (2018-19, 2019-20 & 2020-21).	Audited Profit & Loss Statement along with auditor/chartered accountant certificate.
3	The Bidder should not have been blacklisted by any Government Department / PSU / Banks currently.	Self-Declaration as per the format given in Annexure-II should be attached.
4	The Annual turnover should be more than Rs. 50 crores for each of the last three Financial years (2018-19, 2019-20 & 2020-21).	Copy of Audited Balance Sheet.
5	The bidder should be an Authorized partner/reseller of the equipment being quoted in the bid	MAF as per format given in Annexure-VI should be attached.
6	The proposed Virtual Desktop Solution should be implemented in a minimum one Scheduled Commercial Bank/ Financial Institutions/ Government Organizations in India within last three years, which is providing more than 3000 Active Virtual Desktop instances as on the date of the issue of tender (cumulative). (Satisfactory letter issued by the organization should be submitted).	Documentary proof from the concerned organization for having implemented or maintaining the solution is to be submitted.
7	The proposed Virtual Desktop Solution should be implemented in minimum one of the organization, which is providing more than 15000 Active Virtual Desktop instances as on the date of the issue of tender. (Satisfactory letter issued by the organization should be submitted).	Necessary purchase orders to be submitted.
8	Bidder should have supplied minimum 500 no. of quoted Thin Clients to Banks/ Financial Institutions/ Government Organizations/Corporates in India in last three financial years	Purchase Order issued by the organization should be submitted
9	Bidder should have implemented the quoted Virtual Desktop Solution configured with minimum 500 Virtual Desktops instances in a Scheduled Commercial Bank/Financial Institution with in India in last three financial years.	Satisfactory letter and Purchase Order issued by the organization should be submitted

CO: INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
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10	Bidder should have deployed quoted HCI (Hyper Converged Infrastructure) solution in a Bank/ Financial Institution/ Government Organization/Corporate in India in last three financial years	Satisfactory letter issued by the organization should be submitted. Satisfactory letter should cover: • No. of Active VDI Instances • Time Period of the solution.
11	The bidder should have service center in Chennai.	The Postal Address of the service center along with proof of address should be provided with the bid
12	Technical Compliance	Compliance to be given as per Part – I
13	Bid Security Declaration	Bid Security Declaration as per Annexure-V
14	Bid Form	As per Annexure-I
15	Escalation Matrix of Bidder	Escalation Matrix of Bidder to be submitted on bidder's letter head
16	Integrity Pact	Integrity Pact as per Annexure-VII
17	Declaration regarding Land Border Compliance	Declaration to be submitted as per Annexure-XI
18	Declaration regarding MSE Benefits (If Applicable)	Declaration to be submitted as per Annexure-X
19	Indicative Commercial Bid	Indicative Commercial Bid as per Part-II
20	Certificate Regarding Local Content	To be submitted as per Annexure-XIII and Annexure-XIV
21	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder