# REQUEST FOR PROPOSAL (RFP) for Selection of Vendor for
# Supply, Implementation, Maintenance and Management of Enterprise Management System (EMS) Tools for India Post Payments Bank

# Date: 19/08/2024

# India Post Payments Bank

**Invitation for Request for Proposal (RFP)**

IPPB invites proposals from reputed OEMs/OEM Partner for Supply, Implementation, Maintenance and Management Enterprise Management System (EMS) Tools for India Post Payments Bank. This RFP may be downloaded by the bidders free of cost from the GEM Portal (www.gem.gov.in) All the documents and process related information are also published on the IPPB Website (www.ippbonline.com)

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**RFP Summary Sheet**

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| | |
|---|---|
| **Name of the company** | India Post Payments Bank Limited |
| **Tender Reference Number** | **GEM/2024/B/5223069** |
| ~~**Bid / Tender Fees (Non-Refundable)**~~ | ~~No Tender Fees~~ |
| **EMD Amount (Refundable)** | XXXX |
| **Account number for Depositing EMD / PBG** | Name: India Post Payments Bank Limited<br>A/c No.: 36071473569<br>IFSC: SBIN0000691<br>Bank: State Bank of India, Parliament Street, New Delhi |
| **Date of issue of the RFP** | As published in GEM bid document |
| **Pre-bid meeting date** | As published in GEM bid document |
| **Last date to seek clarification** | As published in GEM bid document |
| **Last Date and Time for RFP submission / upload of bids** | As published in GEM bid document |
| **Date and time for opening of Technical Bids** | As published in GEM bid document |
| **Date & Time for opening of Price Bids** | **To be communicated later** |
| **Primary point of contact for the RFP** | |
| Name: Mr Rishikesh Sharma India Post Payments Bank<br>Email: Rishikesh.ks@ippbonline.in | |
| **Place of Pre-bid meeting** | India Post Payments Bank Ltd. 2nd Floor, Speed Post Centre Building Bhai Veer Singh Marg, Gole Market New Delhi – 110001. |
| **Place of Bid submission and RFP Opening** | |
| **Address for Communication** | |

1) The Bank reserves the right to change the schedule mentioned above or elsewhere mentioned in the document, which will be communicated by placing the same as corrigendum on the Government E Marketplace Portal (hereon referred to as "GEM Portal") and / or on IPPB Bank Website (www.ippbonline.com)

2) The copy of this document may be downloaded from the GEM Portal / Bank website free of cost.

3) Complete confidentiality should be maintained. Information provided here should be used for its intended scope and purpose. Retention of this RFP signifies your agreement to treat the information as confidential.

4) Earnest Money Deposit must accompany all RFP offers as specified in this RFP document and it should be handed over to the bank in a separate cover. The EMD, if submitted in Bank Guarantee form, should reach to above mentioned address of India Post Payments Bank Ltd on or before the closing date as mentioned in the above RFP timelines. This cover containing EMD in BG form shall be opened along with online Technical Bids.

5) The Bank reserves the right to reject any or all offers without assigning any reason.

6) All communication with regards to this request for proposal needs to be directed to IPPB directly either through email / hardcopy at the addresses mentioned above and within the stipulated time.

7) Bids received shall be opened online at the specified date and time given in GeM Bid document. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

8) Eligibility criteria, Terms and Conditions and various formats and pro forma for submitting the RFP offer are described in the RFP document.

9) **The representative needs to carry an Authorization certificate for attending pre bid meeting** from their competent personnel as per 3.14 Annexure XIII – Authorization letter

## Common terms of reference / definition

| S. No. | Definitions of some common terms & Abbreviations | |
|---|---|---|
| 1) | Bank | India Post Payments Bank |
| 2) | DoP | Department of Posts |
| 3) | Bidder / Respondents | Applicants applying for this RFP and are interested in providing the product / services as per the RFP document. |
| 4) | Document | Refers to this RFP document |
| 5) | Contract / Agreement | Refers to the master services agreement (including service agreements, terms, and conditions etc.) to be signed between IPPB and the selected bidder |
| 6) | Proposal / Bid / Application / Tender / Offer | Refer to the bid submitted by the bidder in response to the RFP herein. |
| 7) | User | Refer to the Bank employees and other identified personnel |
| 8) | Intellectual property Rights | Shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing) |
| 9) | RFP | Request for Proposal |
| 10) | Contractor /Supplier /Vendor | Final successful Bidder to whom the contract will be awarded |
| 11) | EMD | Earnest money deposit |
| 12) | CBS | Core Banking Solution |
| 13) | OEM | Original Equipment Manufacturer |
| 14) | SLA | Service Level Agreement |
| 15) | MoU | Memorandum of Understanding |
| 16) | IST | Indian Standard time GMT + 5:50 |
| 17) | INR / Rs | Indian Rupee |
| 18) | PBG | Performance Bank Guarantee |
| 19) | TCO | Total Cost of Ownership |
| 20) | QMC | Quarterly Maintenance Cost |
| 21) | VA & PT | Vulnerability Assessment & Penetration Test |
| 22) | SOP | Standard Operating Procedure |
| 23) | EOS | End of Support |
| 24) | EOL | End of Life |
| 25) | DC | Data Centre |
| 26) | DR | Disaster Recovery |

**Interpretations:**

- Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- The singular includes the plural and vice versa.
- Reference to any gender includes each other gender.
- The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

# Contents

# 1. PART – A – GENERAL TERMS AND CONDITIONS

## 1.1. Introduction

India Post Payments Bank Limited ("IPPB") is a company incorporated and registered under Companies Act, 2013 and a payments banking company registered under section 22 (1) of the Banking Regulation Act, 1949 duly licensed by Reserve Bank of India. IPPB is engaged in conducting banking and payments business providing services to retail and corporate customers. IPPB has its Registered Corporate Office at Speed Post Center, Bhai Veer Singh Marg, New Delhi – 110 001.

The bank has pan-India presence with around 650 regional branches which are connected to approx. 1.55 lakh Post offices which will act as access points for the bank and its customers. Around 1.5 lakh micro ATMs are distributed to Postal staff for carrying out business of IPPB. The Bank has also been at the forefront of technology adoption to enable best-in-class customer service to its customers. All branches and access points including the Micro ATMs with all the GDS/Postman are under Core Banking Solution (CBS).

The bank is looking to select a **bidder who can Supply, Implement, Maintain and Manage Enterprise Management System (EMS)Tools for India Post Payments Bank as mentioned** in PART – B – BID SPECIFIC CLAUSES of this document. Selection will be made based on the method as described in the following sections after meeting the eligibility criteria.

Bid submission, queries and all other terms and conditions are detailed in the following sections of this document. All communication with regards to this proposal needs to be directed to all the addresses mentioned above.

## 1.2 EMD

The EMD Terms and Conditions as mentioned in the GEM GTC will be applicable. The EMD value is mentioned in the GEM bid document and the duration of the EMD to be 120 days from the date of original bid submission.

## 1.3 Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank shall be written in English language.

## 1.4 Signature

The covering letter and all documents must be signed with the Bidder's name and by an Authorized Signatory of the Bidder, who is authorized to commit the Bidder to contractual obligations. All obligations committed by such signatories are liable to be fulfilled by the Bidders who would be selected to carry out the project as per the terms of this RFP.

All the commitments, obligations and responses (all the pages) against this RFP must be signed by the signatory of the Bidder and are enforceable through SLA / MSA and tender document which may be signed at the end of the bidding process.

## 1.5 Bid / RFP Submission Process

i. An authorized signatory of the Bidder shall initial all the pages of the original Bid. The authorization shall be in the form of a written Power of Attorney in Annexure IX – Power of Attorney for signing of

application accompanying the Bid or in any other form demonstrating that the signatory has been dully authorized to sign.

ii. The Bidders are required to submit soft copies of their Bids electronically on the GEM Portal as per GeM guidelines.

The following official(s) of IPPB shall be available for any assistance for this RFP:

| S. No. | Name of Official | Email ID | Contact No. |
|--------|------------------|----------|-------------|
| 1 | Mr Rishikesh Sharma | Rishikesh.ks@ippbonline.in | 011-2348 5796 |

The bids shall be submitted in two parts enclosed in two separate documents:
a. Technical Bid
b. Financial bid

All the pages of the proposal including annexures and documentary proofs should be numbered and signed by the authorized signatory.

The proposal should be prepared in English in PDF format.

## 1.6 Performance Security / Performance Bank Guarantee:

The Performance Security / PBG Terms and Conditions as mentioned in the GEM GTC will be applicable. The duration of the PBG and the percentage of PBG is mentioned in the GEM Bid document. In case of delay in delivery, installation attributable to bidder, additional PBG for delayed period shall also to be provided by vendor.

## 1.7 Public Procurement (Preference to Make in India), Order 2017

For this bid Class-1, Class-2 and Non-Local Suppliers can submit their bids. Purchase Preference will be provided to Class-1 suppliers in line with guidelines of Public Procurement (Preference to Make in India), 2017 and its subsequent revisions.

Bidders who want to avail the benefits as per the guidelines should submit the relevant documents / undertaking letter along with their technical bids duly signed by their statutory auditor or cost auditor (in case of companies) or from a practising cost accountant or chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Also, the bidders to note that the RFP is not divisible in nature.

## 1.8 Compliance to Government Law

The Bank will adhere to the OMs no. 6/18/2019- PPD dated 23rd July and 24th July, 2020 & its subsequent notifications/ revisions issued by the Department of Expenditure (Ministry of Finance) of the Govt. Of India having guidelines regarding procurement from bidders from a country or countries which share land boundary with India. The bidders have to submit the registration certificate / undertaking along with the technical bid as per the attached format as Annexure XIV – Undertaking under rule 144 (xi).

## 1.9 Terms and Conditions

### 1.9.1 Modifications and withdrawal of bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids.

### 1.9.2 Clarification of bids

A bidder requiring any clarification on this document may notify the bank in writing by e-mail at the email address provided in the "RFP Summary Sheet". Bidders shall send the queries only in the prescribed format specified in Annexure VII – Query Format mentioned in the document.

No requests for clarification will be accepted by telephone. Bank shall respond over email or in writing and post online any request for clarification of the RFP document that it receives until the date mentioned in RFP Summary Sheet. Any questions submitted post the pre-bid meeting date, the same may not be considered by the bank. In no event will the bank be responsible for ensuring that bidder's inquiries have been received by the bank.

### 1.9.3 Erasures or alterations

The proposal / documents submitted by the bidder on the GEM portal would be considered as the official / final submission by the bidder.

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections, or alterations in the offer. Technical details must be completely filled. No columns of the tender should be left blank. Offers with insufficient information and offers which do not strictly comply with the stipulations given in this document, are liable for rejection. Correct technical information of the product / service being offered must be filled in. Filling in of the information using terms such as "OK", "accepted", "noted" may not be acceptable. The bank may treat offers not adhering to these guidelines as unacceptable.

### 1.9.4 Non-transferable offer

This tender document is not transferable. Only the party to whom it is issued is entitled to submit the offer to the bank.

### 1.9.5 Cost and Currency

The offer must be made in Indian Rupees only.

The total price quoted should be inclusive of applicable duties, levies and charges GST, etc on the GeM portal. However, in the financial break up, to be uploaded by the bidders as per the format attached in the bid document. **Bidders to kindly note that financial-break up should not be uploaded in the technical bid**.If any bidder submits price bid in Part-1, their bid will be summarily rejected. All costs should be given in Figures and Words. No cost variation will be permitted other than statutory dues (Upward revision of service taxes / GST will be borne by the Bank and benefit of downward revision of taxes shall be passed by the bidder to the Bank).

Post completion of Reverse auction, the L1 bidder has to mandatorily submit revised price break to IPPB in line with price bid annexure X.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank 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.

### 1.9.6 Compliance to Terms and Conditions

It is essential that all the bidders should agree to all the above-mentioned terms and conditions and they should submit one statement to that effect on the letterhead of the bidder along with the technical bid as per Annexure I – Conformity Letter; otherwise the offer shall be rejected.

## 1.10 Other Terms and Conditions

Following additional terms and conditions shall apply to the evaluation process:

### 1.10.1 Not an offer to contract

This RFP is not an offer to contract, nor should it be construed as such; it is a definition of specific requirements and an invitation to recipients to submit a responsive proposal addressing such requirements. IPPB reserves the right to make no selection and enter into no agreement as a result of this RFP.

### 1.10.2 Bank's Right

It should be understood that your response to this RFP constitutes an offer to do business on the terms stated in your response and that, should a contract be awarded to you, the Bank may, at its option, incorporate all or any part of your response to this RFP in the contract. Bank reserves the right to accept your offer without further discussions and without any additional opportunity for you to amend, supplement or revise your submitted offer.

The draft copy of the Master Service Agreement, Integrity Pact as well as Non-Disclosure Agreement (NDA) is part of this RFP. The Bank will not have any discussion / negotiation on any of the clauses mentioned in the RFP. Any bidder who intends to participate in the RFP must undergo through the RFP inclusive of the documents and must agree to all the terms and conditions.

While the Bank has an annexure (Annexure VI – Comments on terms and conditions) for the bidders to share their comments & suggestions on the terms and conditions of the RFP, the Bank has complete discretion to accept/reject the comments & Suggestions. The bidder will not seek any exemption in that regard and cannot exit the participation in the bid/refuse to acknowledge the LOI/PO.

Any doubt/clarity/query regarding the RFP including the draft MSA/NDA/Integrity pact must be raised in the pre-bid format.

### 1.10.3 Financial documents

IPPB may request additional financial/ business information from the Bidder at its discretion.

### 1.10.4 Selection criteria

The selection criteria, inquiries, questions or information put forth in the Response are meant to be provided on the aforesaid and established through the details submitted by the bidder in the Technical Bid. Financial bids of those companies which do not meet the evaluation standard, will not be opened and processed further.

### 1.10.5 Other Rights

Without limiting its rights under any other clause of this evaluation process or at law, and without liability to the Bidder or any third party, IPPB may at any stage of the RFP process:

i. Require additional information from a bidder.

ii. Change the structure and timing of the evaluation process before bid submission

iii. Terminate further participation in the evaluation process by a bidder.

iv. Terminate negotiations being conducted with a bidder.

v. Vary or extend the timetable and of RFP process.

### 1.10.6 Responsibility for Costs

Bidder is responsible for all costs, expenses or liabilities incurred by them or on their behalf in relation to the evaluation process (including in relation to providing IPPB with the response, the revised response or any additional information).

### 1.10.7 Non-Reliance by Bidder

Bidder, by submitting a Response, acknowledges that:

It does not rely on any information, representation or warranty, whether oral or in writing or arising from other conduct, other than that specified in this RFP or otherwise provided by IPPB in writing;

i. it has made its own inquiries as to regarding the risks, contingencies and other circumstances that may have an effect on the Bidder's Response as well as the accuracy, currency or completeness of such information; and

ii. Information provided in its Responses are based on historical trends does not constitute a representation that such trends will continue into the future or occur again, and nothing contained in its response can be relied upon as a commitment, guarantee or representation regarding future events or performance.

### 1.10.8 Incorporation of Responses into agreement

The successful bidder as concluded by the Bank shall sign a service level agreement. All the correspondences, communication made after the opening of bids and the any deviations or terms acceptable to bank shall form part of the contract.

### 1.10.9 Non-Disclosure Agreement

As the successful bidder will have access to the data of the Bank, the Bank will require the successful bidder to sign a Non-Disclosure agreement undertaking indemnity for not disclosing or part with any information relating to the Bank and its data to any person or persons or authorities, without written consent of the Bank. Breach of the same will result in cancellation of the agreement apart from other remedies which shall be available to the Bank against the bidder. Bidder shall sign nondisclosure agreement (Format attached within the RFP) within one month of issuing of purchase order failing which Bank will cancel the order and may take appropriate action against the bidder.

### 1.10.10 Non-transferable offer

This tender document is not transferable. Only the party to whom it is issued is entitled to submit the offer to the bank.

### 1.10.11 Debarment:

If bidder withdraws the offer or fails to execute the contract after award or the contract gets terminated due to LD/Penalty reaching maximum percentage (i.e 10% of Total Contract Value), then the vendor will be debarred by not being allowed to quote for two subsequent tender for same services or two years for all tenders by IPPB, whichever is earlier. This is over and above the provisions

defined else where in tender for forfeiting the PBG and other consequences of termination as applicable as per tender terms and conditions.

### 1.10.12 Liquidated damages

1. If the Service Provider fails to comply with the terms of this TENDER, IPPB shall, without prejudice to its other remedies available to it, deduct from the Performance Bank Guarantee or any payments due to the Service Provider, as agreed estimated liquidated damages, a sum up to a maximum deduction of 10% (ten percent) of the contract value. The LD shall be levied in the following manner:
   a. For any incident/default not covered under the Service Level Default under the SLA clause, the Buyer will be entitled to deduct/recover the Liquidated Damages, @ 1% of the product cost + implementation cost of that particular item per week as pre-estimated damages not exceeding 10% of the product cost + implementation cost without any controversy/dispute of any sort whatsoever.
   b. The LD shall be levied on the product cost + implementation cost of item which is defaulted.

In the event of deduction of 10% of the total value of the product cost + implementation cost of the contract value under this agreement. The IPPB reserves the right to terminate -the contract and forfeit the PBG. The payment or deduction of such Liquidated Damages shall not relieve the Service Provider from his obligations to complete its obligations under this Agreement.

The parties agree that the Liquidated Damages set out are genuine pre- estimate of costs and losses likely to be incurred by IPPB due to a failure to comply with the terms of the agreement.

### 1.10.13 Precedence of Documents

If there is any inconsistency between the terms of this RFP and any of its appendices, schedules or attachments then, unless the contrary is explicitly stated in this RFP, the terms of the RFP will prevail to the extent of any inconsistency.

### 1.10.14 Disclosure and return

In the event that you elect not to respond to this RFP, then the restrictions shall continue to apply to the use or disclosure of the information. Additionally, Bidders must immediately return this document and certify in writing to the bank, that all copies have been deleted in soft copy and destroyed, for hard copy.

## 1.11 Guidelines for Reverse auction

The guidelines of GEM portal for reverse auction will be applicable. However, the final L1 bidder will be required to submit the price breakup after reverse auction.

## 1.12   Validity of Contract:

Contract shall be valid for the period of 66 months from the start date of contract generated on GEM portal. MSA to be signed by successful bidder with bank within 21 days of release of GeM contract order. The contract may be further extended/renewed on mutually agreed terms and conditions and AMC/ATS rate.

# 2. PART – B – BID SPECIFIC CLAUSES

## 2.1 Schedule A - Scope of Work, Delivery Timelines, Service Level Agreement, and Penalty

### 2.1.1 Enterprise Management System (EMS)Tools

The bidder has to supply, implement, maintain, monitor and manage the Enterprise Management System (EMS) tools for 24x7x365 monitoring and management of Bank's IT Infrastructure for a period of 5 years. The scope of work includes following, but is not limited to:

Bidder has to propose single OEM for EMS Tools solution based on the bank's requirement as stated below:

    a.  Service / Help Desk (Event and Problem Management)

    b.  Monitoring (IT infrastructure)

    c.  Management of IT operations and infrastructure

    d.  IT Asset Inventory Management (DC, DR and NDR)

    e.  Configuration management & automation

    f.  Service Level management

    g.  Dashboards and Reporting

The brief scope of work of the successful bidder is to Supply, Commission, Installation, Configuration, Integration and Maintenance of IT operations Management tools. The services covered as part of the vendor includes, but not limited to the following:

1. The scope of the Services and Maintenance for a period of Five years (i.e., 1-year warranty and 4 years AMC/ATS post warranty) from the date of Go-live acceptance by the bank.

2. Proposed EMS Tools solution should be supported for the period of seven years, in case version upgrade of entire EMS Tools solution or any module part of EMS Tools solution or merged with other tool/company, bidder/OEM has to re-implement the same with supported version and with no additional cost to bank (in terms of license and implementation). Tool must support for on-prem environment. Bidder cannot ask IPPB to migrate EMS infra to cloud for the said period.

3. Supply, Commission, Installation and Maintenance of enterprise management tools as per Bank's requirement with coordination of Bank's team / Bank's SI at Bank's identified locations.

4. The Bidder will be responsible in installing the newly proposed solution in the physical/ virtual servers/hosts in the bank environment.

5. The bidder proposed solution shall include all components and subcomponents like software licenses/accessories/related appliances except Hardware (Server, Storage and Network)

6. The Bidder needs to provide the Hardware sizing requirement for proposed solution. Bank will provide the required hardware only. The bidder has to provide required licenses other than hardware such as operating system (OS) and databases (DB) or any other components required for commissioning of the solution at no additional cost to the Bank.

7. The bidder will be responsible for the EMS Application & Database sizing for Primary DC & Secondary site DR so that application / database can fall back on each other. DC - DR

replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

8. The successful vendor shall co-ordinate with Bank's identified team to support for installation, configuration, and various other issues pertaining to proposed tools.

9. The successful vendor will configure, install, de-install, re-install, re-configure, customize (in case Bank need any configuration change) at no extra cost during the entire contract period.

10. Bidder will be responsible for establishing a high availability setup in DC and disaster recovery setup in DR for business continuity as per requirement of the Bank. If any additional software is required for implementing this, it should be provided without any additional cost to the Bank.

11. During the entire contract period i.e., during warranty period and AMC period, the Bidder is bound to do all installation, re-installation, upgrade, update, customize proposed solution to next or required version without extra cost to the Bank.

12. The warranty period for the proposed solution shall commence from successful handover/Go-live date of EMS solution along with all tools configured.

13. Bidder shall be responsible for integrating all the solution/tools with each other in order to have control and visibility over entire infrastructure through consolidated dashboards.

14. Supply, commission, install, test, configure, integrate with existing system and maintain the IT Operations management tools and add on components if any, which are approved by the bank.

15. Bidder must generate and provide a complete holistic report before handover to ensure the future serviceability of delivered solution.

16. Break-fix support of supplied IT Operations management tools and support the Bank's team /Bank SI for OS, Database and EMS solution version and patch upgrades.

17. The successful vendor shall provide patches/ upgrades of proposed tools during warranty and AMC period without any extra cost to Bank. The successful vendor will be responsible for timely proactive deployment of latest feature patches / security patches in coordination with Bank's team.

18. The Bidder proposed solution version should not be EOS (End of Sale) for next 2 years and EOSL (End of Support Life) for next 7 Years from the bid submission date. Bidder shall be responsible for keeping the bank explicitly informed about the end of support dates of the supplied products at least in a year in advance.

19. Bidder shall be responsible for ensuring all installed software/patches must be of stable version and the report with confirmation of the same is to be submitted to the bank on periodic basis.

20. The resolution time for issues pertaining to supplied tools in the solution shall be as per the defined SLA in this RFP. There should be 24x7x365 support for any technical issue for all the

supplied products through this RFP from bidder and in case of requirement it should be from OEM.

21. The Bidder implementation and support team must have adequate knowledge for handling the installation, configuration, and support & services for all the tools in the solutions. Successful vendors need to provide complete call logging details along with escalation matrix. If unresolved issues are pending, warranty duration would be extended till satisfactory resolution of issues without any extra cost to Bank.

22. Bidder must engage OEM and OEM professional team/services onsite for implementation.

23. Bidder should submit a comprehensive list of all features provided by the all the proposed tools in addition to the technical specifications mentioned below that will be available to the bank without any additional charges and will be under support.

24. Bidder will be responsible for configuration of all reports required by the Bank at time of installation as per the bank requirements.

25. Any reports or features which are required by the Bank during the period of contract, and if it is not available out of box in the mentioned tools, Bidder shall be responsible for customizing the solution for implementation of the feature without any extra cost to the Bank.

26. Bidder shall be responsible for integrating the proposed solutions to Bank's Mail, and Messaging System in coordination with Bank/Bank SI.

27. Bidder shall be responsible for setting up management console for the IT Service Management and IT Infrastructure Management and Configuration Management Solution.

28. The bidder is responsible for arranging OEM/OEM authorized training program to Bank's team, regarding installation, configuration, operation, basic troubleshooting, management etc. as per Bank's requirement.

29. The bidder is expected to provide post installation support to the Bank. The successful vendor will provide the assistance whenever required. Warranty and AMC support will be provided by the successful bidder.

30. The Bidder should provide the complete documentation including technical, operations, technical architecture, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, technical specification, system configuration documents, debugging/diagnostics documents etc.

31. Bidder must provide detail architecture of the provided solution along Installation and Administration guide which must include High level Design (HLD), Low-Level Design (LLD, User Acceptance Test (UAT) cases.

32. Bidder shall be responsible for updating architecture manual and operations manual at regular intervals (at least once in a year) or as when there are any changes in the environment as per requirement of the Bank.

33. Bidder shall be responsible for providing one onsite resource within 4 weeks of start date of contract generated on GeM portal, who will be deployed on bank working days and business hours for the entire contract duration without any additional cost to the bank. The resource is the primary point of contact for communication and coordination between the bank and the bidder. The resource is responsible for conducting daily or weekly status meetings and present progress updates to key stakeholders. These meetings are intended to review project status, address any issues that arise, and make necessary course corrections. The resource is the SPOC for any ticket raised to the OEM and also for the computation of the SLAs defined under the scope of this RFP. The minimum educational qualification of the onsite resource should be Graduate having Good Communication (written/Oral) skills & Knowledge and hands on experience of at least 2 years especially in Coordination, Management, Operation & Monitoring of the proposed EMS solution.

34. The Bidder is responsible to arrive at the sizing independently. The bank is not responsible for any assumption made by the Bidder with respect to the sizing. In the event the sizing quoted by the Bidder does not meet the performance / service levels of the Bank the Bidder will at their cost carry out the necessary upgrades / replacements. The bank will not pay any additional cost during the period of the contract for such upgrades/replacements.

35. The bidder shall propose EMS architecture/hardware sizing such that at any point in time during the contract period, the average CPU utilization should not exceed 70%.

36. The bidder shall follow bank's IT/IS Policy throughout the entire contract duration. In case the bidder has some challenge in applying the bank's policies, then the bidder has to provide an alternative solution for the same.

37. Bidder shall inform bank within seven (7) days of any new version/update/service pack/upgrade of the proposed solution released by OEM. Thereafter, bidder shall provide the upgraded solution within three months of such release without any additional cost to the bank.

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

39. Bidder shall configure backup of the proposed solution with the support of the bank/bank SI as per the defined Bank's backup policy.

40. The proposed solution shall have the ability to freely change forms, fields, workflows, escalations and authorization structures and reports according to bank requirements/ processes without affecting the future tool updates and integration with other /third party Solutions.

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

42. Bidder shall configure the SLA Levels for all applications in IT Service Management tool with the functionality of auto-escalation of incident/ticket to appropriate bank authorities in case of breach of defined timelines for resolution of incident/ticket

43. The proposed solution should mandatorily support role-based administration like Administrator, Database Reader and Read-only access users.

44. The bidder/OEM 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.

45. Solution should have Help Desk and Change Management Portal to raise the ticket, service, track and route requests for services and to assist End Users in answering questions and resolving problems related to the Server, storage and network infrastructure and applications at DC, DR and branches & offices of the Bank. The Help Desk is the single Point-of-Contact (SPOC) for all users of the Bank's IT and application services and acts as the first level support system.

46. Bank branches or administrative offices are using Service Desk Manager for raising an incident, doing Change Management, Port opening, Request, Issues, bug fixation through helpdesk web site or by tele-calling.

47. The helpdesk portal is also used to announce Bank policy, Notification, announcement and matters to be communicated to branches.

48. The bidder has to host the ISMS, Circular, & SOP documents in the helpdesk portal.

49. The proposed IT Service Management solution should meet the functional criteria like Incident management, Problem Management, Change Enablement, Service Configuration management, Service Catalogue Management, Release Management, Service Desk, Knowledge Management and Service Request Management.

50. The proposed EMS solution should be capable of building on modern container technologies deployable on containerized (like Docker, Kubernetes) mode. The solution should either support built-in Kubernetes technology or Bring Your Own Kubernetes (BYOK) platform provided by the bidder.

51. The proposed EMS Solution shall Integrates with any underlying service management including Service Desk, Change Management, Service Level Management and CMDB for request fulfilment.

52. All the software licenses proposed by the vendor should be Perpetual Licenses and not the subscription/term-based licenses.

53. The software should have capability to generate reports based on defined business hours/ week wise, month wise for specific business hours or for 24 hours period. The solution should be able to store SLA reports for minimum period of 12 months.

54. Proposed solution Should support integration with AD along with functionality to create application specific users with role-based access control list.

55. The Solution should be able to provide a simple, secure, self-service solution that allows end users to create AD ID, reset forgotten passwords and unlock their accounts.

56. The successful bidder has to provide the highest level of support available that will cover the following:

    a. Designated OEM Account Support Manager with escalation matrix for handling all Proactive & Reactive Services during Warranty & AMC Period. The Account Support Manager should be the single point of contact with end-to-end account ownership for all committed deliverables during Warranty & AMC Period.

    b. Immediate on-call and onsite technical experts for all critical problems.

    c. Rapid response and software resolution commitments.

    d. Deliverables such as plan/SOP of the proactive activities e.g. patch upgrades, performance assessments etc. to be covered as part of support.

    e. Notification of any new release of patches for the product covered.

    f. Incident reports and Root Cause Analysis for any reported incidents.

    g. Troubleshooting & Performance Tuning,

    h. Advisories on software upgrades & vulnerabilities,

    i. Support during DR Drills.

57. The Bidder will be responsible for implementing patch management for in-scope infrastructure including endpoints at DC, DR, NDR, HO and Branches. Bidder needs to propose the Patch Management tool as part of EMS tool which need to be complied with the technical Specifications mentioned in the _Annexure XXII - Technical Compliance Sheet_. The Bidder shall ensure that installed software is available at consistent release levels. Also, as part of the Patch Management maintenance needs to perform below:

    a. The Bidder shall perform system planning and design for patch management. Once this process is defined, Bidder shall configure the patch management set-up and test the patch management process. The scope of work mentioned is illustrative and not exhaustive. The bidder needs to comply with IPPB's requirements and any statutory or regulatory guidelines.

    b. Bidder shall install and extend support to Bank in implementation of Patch Management Solution on Server and all the Desktops in the Bank.

    c. Installation of the Software shall be done on all the Desktop and Servers in the Bank and Branches.

    d. Supply, installation, implementation, integration, testing, training for Patch Management Solution; Supply of the Patch Management Solution and products/licenses with provision for version upgrades/patches.

e. Installation, Implementation and Integration of the solution as per the security architecture design; this will include device rules / device policy definition and enforcement on the devices proposed.

f. Provide post implementation technical support including new device integration.

g. Configure rules/policies as per best industry practices and benchmarks but customized to the requirements of the Bank to help identify potential security risks.

h. Define patch management processes and procedures, packaging (Server software build), configuration customization, and deployment of patches.

i. Ensure that installed software is available at consistent release levels.

j. Perform system planning and design for patch management e.g., boot disks, tapes, server-based software.

k. Develop the strategy for activation, including Start times (e.g., nights and weekends when there is less line activity and less impact on End Users).

l. Check software configuration and ensure policy compliance.

m. Document the patch management strategy for each application.

58. The solution should have the capability for archival and purging of the EMS logs/database. Bidder needs to perform the archival and purging activity as per the bank's requirement. Bidder has to share the SOP of each EMS tool component regarding the purging of eligible tables at database level and eligible logs at OS level.

59. Architecture of the provided solution (HLD, LLD) should be reviewed and approved by the Security Department before solution deployment.

60. Bidder has to comply with the technical Specifications mentioned in the Annexure XXII - Technical Compliance Sheet irrespective of the Golden Parameters mentioned on the GEM Portal. The evaluation will be carried out with respect to the parameters as mentioned under this technical compliance sheet.

61. Either OEM or Reseller only can participate in the Bid/Tender and if both participates in this Bid/Tender, then the bid of both bidders will not be considered, and both the bids will be Technically disqualified.

**2.1.2 Inventory details**

| S. No. | Product / Item | License Metric | Quantity (Tentative) |
|--------|----------------|----------------|----------------------|
| 1 | Servers (Physical/Virtual Machines) | Nos. of Devices | 900 |
| 2 | Network Devices (IP Enabled) - Includes Routers, Switches, Firewalls, Wireless Controllers, etc. | Nos. of Devices | 200 |

| S. No. | Product / Item | License Metric | Quantity (Tentative) |
|---|---|---|---|
| 3 | Total end points (Laptops, Desktops, etc.) | Nos. of Devices | 2000 |
| 4 | Storage Machines | Nos. of Devices | 20 |
| 5 | Backup (Tape library & D2D appliance) | Nos. of Devices | 10 |
| 6 | Data Bases | Nos. of Devices | 50 |
| 7 | Helpdesk / Management Users | Nos. of Users | 100 |

### 2.1.3 Integrations

1. The proposed solution should be able to integrate with Active Directory/LDAP/PIM for user authentication or with any other solution/tool as stated by the Bank in order to have control and visibility.

2. The proposed solutions shall be tightly integrated with all existing setup, infrastructure, and Network.

3. New EMS tool logs should be integrated with SIEM.

4. The proposed solutions should be integrated with Bank's existing and future Security Solutions.

5. The proposed solution should be able to integrate with other third-party monitoring tool as and when required by the bank.

### 2.1.4 Migration

1. Bidder will be responsible for migration of data, if required by bank.

### 2.1.5 Scalability

Proposed solutions should have scalable architecture that scales on the basis of bank future requirements. Solution should support installation on Windows and various flavors of the Linux environment. Solutions should have extensible architecture for easy integration and automation.

1. The proposed solution should support all heterogeneous OS, Database, Hypervisor, Container Platforms, etc.

2. The Solution should be able to keep six months online while backup of older data more than six months till five years shall be backed up using Banks proposed backup solution with solution's application, and restorable whenever required by solution's application. This retention should be customable as per bank requirement.

3. High Availability in DC and DR in the Bank environment wherever proposed by the bank.

### 2.1.6 Technical/Functional Requirements

The solution should meet all the Technical & Functional requirements as mentioned in Annexure XXII - Technical Compliance Sheet.

### 2.1.7 ATS Support

1. The AMC /ATS Support services include (but not limited to) the following:
   a. Onsite/On-call Comprehensive maintenance of all applicable products, services, modules and accessories on yearly basis.
   b. All minor and major version upgrades during the period of contract at no extra cost.
   c. Program updates patches, fixes and critical security alerts as required.
   d. Call basis Support for Solution related malfunctions, configuration as defined in SLAs and ability to log requests online. If required, engineer need to visit the site for resolution of the issue.
   e. Providing software upgrades in time for the devices supplied by the Vendor from the Original Equipment Manufacturer (OEM) during entire contract period.
   f. The bidder will have to handover the system and knowledge transfer along with completed documentation 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.

### 2.1.8 Training Requirements

The bidder shall arrange OEM training within three months of sign off/ deployment of solution without any extra cost to bank. Bidder needs to coordinate with bank for training schedule.

### 2.1.9 Project Management

1. The bidder should engage OEM for onsite implementation of the respective solutions. The bidder/OEM shall ensure necessary engagement and deputation of skilled professionals for the smooth implementation up to go-live of project. OEM support should include advising and helping the bank in implementing controls as per industry best practice.

2. If the Bank finds that any of the staff of the Bidder assigned to work at onsite is not responsive then the Bidder will be notified, the Bidder should resolve the issue to the satisfaction of the Bank.

3. Detailed Project review must be conducted during project execution at no additional cost. These reviews are required weekly/fortnightly/monthly (frequency will be decided by the Bank) with the project leaders/ project manager or steering Committee level (of successful bidder and the Bank) respectively. The review will be in order to monitor progress of the project and take necessary corrective action, if required. The successful bidder will submit weekly reports regarding the progress of work along with the corrective actions/ suggestions and risk and their mitigation plan.

4.      The bidder 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.

### 2.1.10 Service Level Agreement and Penalties

Bank expects that the bidder shall be bound by the Service Levels described in this document. Service Levels will include Availability measurements and Performance parameters. Bank requires the bidder to provide reports for all availability and performance parameters and log of all issues that have been raised and Closed/Pending closure by the bidder. The frequency of these reports would be Weekly, Monthly, Quarterly and Yearly.

Service Level Availability and Performance Parameters will be measured and reported on a monthly basis by bidder and will be validated by IPPB. Audits will normally be done on monthly/quarterly basis or as required by bank and will be performed by bank or bank appointed third party agencies.

Solution availability is defined as: {(Scheduled operation time – system downtime)/ (scheduled operation time)} *100%, where:

1. "Scheduled operation time" means the scheduled operating hours of the System/Services for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time, i.e., 24x7x365.
2. "Downtime/Unavailability" is the actual duration for which the system/ services was not able to service bank or the branches/offices of bank, due to system/application/solution failure as defined by bank.
3. "Disruption" is the actual duration for which the system/services was not able to service even partially for bank or the branches/offices of bank, due to system or application failure or due to any bug in the application/solution.
4. "Scheduled Maintenance Time" shall mean the time that the system is not in service due to a scheduled activity as defined in the SLAs. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of bank.
5. Uptime will be computed based on availability of the applications/services to the bank's users/ customers irrespective of availability of systems' individual services/applications. Also, noncompliance with performance parameters for business & environmental requirement and system / service degradation will be considered for downtime calculation.
6. In case, the scheduled maintenance cannot be completed within the expected time, bidder will immediately inform the bank in writing via email to the bank's designated official.
7. The bidder shall not be penalized for any SLA breach outside the scope of bidder.
8. Incident Priority is derived from and assessment of Impact and Urgency criteria. Incident Priority levels ("Severity Levels") shall be determined in accordance with the classifications and descriptions as set out below:

| Impact | Description | Priority |
|---|---|---|
| **Critical** | 1. Such class of errors will include problems, which prevent users from making operational and functional use of solution. <br> 2. Any problem due to which the solution is not available to the Bank | P1 |

| Impact | Description | Priority |
|---|---|---|
| | users or does not perform according to the defined performance and query processing parameters required as per the RFP.<br>3. No work-around or manual process available<br>4. Financial and business impact on Bank | |
| **High** | 1. Any incident which is not classified as "Critical" for which an acceptable workaround has been provided by the Bidder.<br>2. Users face severe functional restrictions in the application irrespective of the cause.<br>3. Key business systems and support services | P2 |
| **Medium** | 1. Any incident which is not classified as "Critical" and "High Priority" for which an acceptable workaround has been provided by the Bidder.<br>2. Moderate functional restrictions in the application irrespective of the cause.<br>3. No impact on processing of normal business activities<br>4. Equipment/system/Applications issues and has no impact on the normal operations/day-to-day working | P3 |
| **Low** | 1. All other residuary issues not defined in "Critical", "High Priority" and "Medium Priority"<br>2. Any issue at Non-production and UAT setup that may impact bank's user business hours. | P4 |

**SLA of Resolving Incident & Root Cause Analysis Documentation (P1, P2, P3, P4)**

| Priority | Target Response Time | Target Resolution Time | RCA Report Submission Time (post resolution) | Service Hours |
|---|---|---|---|---|
| **P1** | 30 minutes | 4 hours | 48 hours | 24x7 |
| **P2** | 60 minutes | 8 hours | 72 hours | 24x7 |
| **P3** | 90 minutes | 3 days | 96 hours | 09:00 – 18:00 |
| **P4** | 90 minutes | 5 days | 120 hours | 09:00 – 18:00 |

**(T0 – 1st PO Issuance Date, TCO – Total Cost of Ownership)**
- A. Product Cost
- B. Implementation Cost
- C. AMC/ATS Cost

| S. No. | Description of Issue/Errors | Calculation | Expected SLA | Associated Penalty |
|---|---|---|---|---|
| **1.** | **Application Uptime** | [(Total actual uptime in a month)/ | 99.90% | For every 0.5% or part thereof drop in service levels penalty will be 0.5% of the TCO of Overall Project. |

| S. No. | Description of Issue/Errors | Calculation | Expected SLA | Associated Penalty |
|---|---|---|---|---|
| | | (Theoretical maximum time in a month)] x 100 | | |
| 2. | **Delivery** | | | |
| A) | Delay in Delivery of EMS software, Operating System (OS), Data base (DB) license to bank. | T0 + 04 weeks | N.A. | 1% of Purchase Order value of the respective software/OS/DB license cost for every week delay or part thereof, and maximum up to 10% of TCO. |
| B) | Delay in Successful installation, configuration of Operating System, data base, or any software supplied by bidder and implementation of EMS setup at DC and DRC. Completion of training to bank team. | T0 + 12 weeks | N.A. | 1% of Purchase Order value of A+B for every week delay or part thereof, and maximum up to 10% of TCO. |
| C) | Delay in Successful implementation & integration of EMS solution with all tools. | T0 + 20 weeks | N.A. | 1% of Purchase Order value of A+B for every week delay or part thereof, and maximum up to 10% of TCO. |
| D) | Delay in Successful handover of EMS solution along with all tools configured. | T0 + 24 weeks | N.A. | 1% of Purchase Order value of A+B for every week delay or part thereof, and maximum up to 10% of TCO. |
| E) | Penalty on Incident Response, Resolution, and Root Cause Analysis Report | | | |
| | Incident Response | | 24x7 monitoring of all in-scope solutions | All Critical, High, Medium, and Low priority incident and incident along with action plan/mitigation should be |

| S. No. | Description of Issue/Errors | Calculation | Expected SLA | Associated Penalty |
|---|---|---|---|---|
| | During AMC period | | Categorization of events into P1, P2, P3 and P4 shall be carried out in consultation with the bank during the contracting phase. | logged as incident tickets and responded as per below SLAs:<br>1. P1 incidents within 30 minutes of the incident being identified/ notified.<br>2. P2 incidents within 60 minutes of the incidents being identified/ notified.<br>3. P3 incidents within 90 minutes of the incidents being identified/ notified.<br>4. P4 incidents within 90 minutes of the incidents being identified/ notified.<br><br>**Quarterly Maintenance Cost (QMC)** = (Total AMC/ATS Cost for the entire contract period)/16<br><br>**Penalty:**<br>SLA is measured on a Quarterly basis and the penalty is as follows:<br>**P1 Incidents:**<br>1. No response within 30 min = 1% of QMC<br>2. No response within 2 hours = 2% of QMC. On every subsequent delay of 1 hour beyond 2 hours, additional 1% of QMC<br>**P2 Incidents:**<br>1. No response within 60 min = 1% of QMC<br>2. No response within 3 hours = 2% of QMC. On every subsequent delay of 1 hour beyond 3 hours, additional 1% of QMC<br>**P3 Incidents:**<br>1. No response within 90 min = 0.5% of QMC<br>2. No response within 4 hours = 1% of QMC. On every subsequent delay of 2 hours beyond 4 hours, additional 0.5% of QMC<br>**P4 Incidents:**<br>1. No response within 90 min = 0.3% of QMC |

| S. No. | Description of Issue/Errors | Calculation | Expected SLA | Associated Penalty |
|---|---|---|---|---|
| | | | | 2. No response within 4 hours = 0.8% of QMC. On every subsequent delay of 4 hours beyond 4 hours, additional 0.5% of QMC |
| | Incident Response During Warranty period | | 24x7 monitoring of all in-scope solutions<br><br>Categorization of events into P1, P2, P3 and P4 shall be carried out in consultation with the bank during the contracting phase. | All Critical, High, Medium, and Low priority incident and incident along with action plan/mitigation should be logged as incident tickets and responded as per below SLAs:<br>1. P1 incidents within 30 minutes of the incident being identified/ notified.<br>2. P2 incidents within 60 minutes of the incidents being identified/ notified.<br>3. P3 incidents within 90 minutes of the incidents being identified/ notified.<br>4. P4 incidents within 90 minutes of the incidents being identified/ notified.<br><br>**Quarterly Cost (QC)** = (Total Product Cost for the entire contract period)/4<br><br>**Penalty:**<br>SLA is measured on a Quarterly basis and the penalty is as follows:<br>**P1 Incidents:**<br>1. No response within 30 min = 1% of QC<br>2. No response within 2 hours = 2% of QC. On every subsequent delay of 1 hour beyond 2 hours, additional 1% of QC<br>**P2 Incidents:**<br>1. No response within 60 min = 1% of QC<br>2. No response within 3 hours = 2% of QC. On every subsequent delay of 1 hour beyond 3 hours, additional 1% of QC<br>**P3 Incidents:**<br>1. No response within 90 min = 0.5% of QC<br>2. No response within 4 hours = 1% of QC. On every subsequent |

| S. No. | Description of Issue/Errors | Calculation | Expected SLA | Associated Penalty |
|---|---|---|---|---|
| | | | | delay of 2 hours beyond 4 hours, additional 0.5% of QC<br>**P4 Incidents:**<br>1. No response within 90 min = 0.3% of QC<br>No response within 4 hours = 0.8% of QC. On every subsequent delay of 4 hours beyond 4 hours, additional 0.5% of QC |
| | Incident Resolution during AMC period | | Response and resolution of the identified incidents. | The timelines required for resolution of Critical, High, Medium, and Low priority mentioned below:<br>• **P1 incidents** within 4 hours of the incident identification.<br>• **P2 incidents** within 8 hours of the event identification.<br>• **P3 incidents** within 3 days of the event identification.<br>• **P4 incidents** within 5 days of the event identification<br><br>**Quarterly Maintenance Cost (QMC)** = (Total AMC/ATS Cost for the entire contract period)/16<br><br>**Penalty:**<br>• Any violation in meeting the SLA requirements which leads to P1 incident, bank shall impose a penalty 1% of the QMC for each 30 minutes delay up to 4 hours or part thereof, beyond 4 hours penalty would be 2% of the QMC for each 30 minutes delay or part thereof<br>• Any violation in meeting the SLA requirements which leads to P2 incident, bank shall impose a penalty of 1% of QMC for each 60 minutes delay up to 8 hours or part thereof, beyond 8 hours penalty would be 2% of the QMC for each 60 minutes delay or part thereof<br>• Any violation in meeting the SLA requirements which leads to P3 incident, bank shall impose a |

| S. No. | Description of Issue/Errors | Calculation | Expected SLA | Associated Penalty |
|---|---|---|---|---|
| | | | | penalty of 1% of QMC for each 12 hours delay up to 2 days or part thereof, beyond 2 days penalty would be 2% of the QMC for each 90 minutes delay or part thereof<br>• Any violation in meeting the SLA requirements which leads to P4 incident, bank shall impose a penalty of 1% of the QMC for each subsequent 1-day delay or part thereof |
| | Incident Resolution during Warranty period | | Response and resolution of the identified incidents. | The timelines required for resolution of Critical, High, Medium, and Low priority mentioned below:<br>• **P1 incidents** within 4 hours of the incident identification.<br>• **P2 incidents** within 8 hours of the event identification.<br>• **P3 incidents** within 3 days of the event identification.<br>• **P4 incidents** within 5 days of the event identification<br><br>**Quarterly Cost (QC)** = (Total Product Cost for the entire contract period)/4<br><br>**Penalty:**<br>• Any violation in meeting the SLA requirements which leads to P1 incident, bank shall impose a penalty 1% of the QC for each 30 minutes delay up to 4 hours or part thereof, beyond 4 hours penalty would be 2% of the QC for each 30 minutes delay or part thereof<br>• Any violation in meeting the SLA requirements which leads to P2 incident, bank shall impose a penalty of 1% of QC for each 60 minutes delay up to 8 hours or part thereof, beyond 8 hours penalty would be 2% of the QC for each 60 minutes delay or part thereof<br>• Any violation in meeting the SLA requirements which leads to P3 |

| S. No. | Description of Issue/Errors | Calculation | Expected SLA | Associated Penalty |
|--------|---------------------------|-------------|--------------|--------------------|
| | | | | incident, bank shall impose a penalty of 1% of QC for each 12 hours delay up to 2 days or part thereof, beyond 2 days penalty would be 2% of the QC for each 90 minutes delay or part thereof<br><br>Any violation in meeting the SLA requirements which leads to P4 incident, bank shall impose a penalty of 1% of the QC for each subsequent 1-day delay or part thereof |
| | RCA of the Incident | | Documentation of the RCA of the identified Incidents | The timelines required for providing RCA of Critical, High, Medium, and Low priority mentioned below:<br><br>• **P1 incidents** within 48 hours of the incident resolution.<br>• **P2 incidents** within 72 hours of the incident resolution.<br>• **P3 incidents** within 96 hours of the incident resolution.<br>• **P4 incidents** within 120 hours of the incident resolution<br><br>**Quarterly Maintenance Cost (QMC)** = (Total AMC/ATS Cost for the entire contract period)/16<br><br>**Penalty:**<br>• Any violation in meeting the SLA requirements for P1 incident, bank shall impose a penalty 1% of the QMC for each 12 hours delay up to 24 hours or part thereof, beyond 24 hours penalty would be 1% of the QMC for each 24 hours delay or part thereof<br>• Any violation in meeting the SLA requirements for P2 & P3 incident, bank shall impose a penalty 0.5% of QMC for each 12 hours delay up to 24 hours or part thereof, beyond 24 hours penalty would be 0.5% of the yearly maintenance cost (4 x QMC) for each 24 hours delay or part thereof |

| S. No. | Description of Issue/Errors | Calculation | Expected SLA | Associated Penalty |
|---|---|---|---|---|
|  |  |  |  | • Any violation in meeting the SLA requirements for P4 incident, bank shall impose a penalty 0.5% of QMC for each 12 hours delay up to 24 hours or part thereof, beyond 24 hours penalty would be 0.5% of the yearly maintenance cost (4 x QMC) for each 24 hours delay or part thereof. |
| F) | Delay in closure of the Regulatory Audit observations during implementation | As per the regulatory timeline | As per the regulatory timeline | Bidder to ensure to close all the regulatory audit observations related to solution within the timeline defined by the regulatory authority or Bank. In case of delay in compliance and/or closure of all observations, beyond defined closure timelines, penalty would be levied @ Rs. 10,000 per day.<br><br>In addition to the same, in case of delay in compliance and/or closure of individual observation(s), beyond defined closure timeline(s) for respective observation, penalty would be levied @ Rs. 2,000 per day per observation. |
| G) | Delay in providing patches and closure of VAPT observations after Go-Live | As per the regulatory timeline | As per the regulatory timeline | Bidder to ensure to close all the regulatory audit observations related to solution within the timeline defined by the regulatory authority or Bank. In case of delay in compliance and/or closure of all observations, beyond defined closure timelines, penalty would be levied @ Rs. 5,000 per day.<br><br>In addition to the same, in case of delay in compliance and/or closure of individual observation(s), beyond defined closure timeline(s) for respective observation, penalty would be levied @ Rs. 1,000 per day per observation. |
| H) | Penalty for Unavailability/ Absenteeism of Onsite Resources | 4 weeks from date of start date of contract generated | Bidder resources should work as per bank working calendar, no | Each day breach will attract penalty equivalent to Rs. 5000.<br>Bank will not make payment for absent days of the resources. |

| S. No. | Description of Issue/Errors | Calculation | Expected SLA | Associated Penalty |
|---|---|---|---|---|
| | | on GeM Portal | exceptions will be considered. Bidder shall note that no payment will be made for the absent days of resource. 1 leave per month is allowed after taking prior approval from bank. For more than 1 leave per month, a backup resource has to be provided by the bidder on absence of whom penalty of unavailability/ absenteeism shall be applicable. | |

**Note:**

1. If performance issues (i.e., uptime decreases less than 96.00%) continues for more than two months due to any reason at application/solution side, bank may choose any or all of the options like Review the contract, Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the bidder.

2. If performance issues (P1 & P2) continues for more than one month due to any reason at application/solution side, bank may choose any or all of the options like Review the contract, Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the bidder.

3. SLA will be monitored on Monthly/Quarterly basis. Penalty due to downtime/service unavailability/disruption and any clauses mentioned above during contract period will be deducted from any subsequent payment to be made to the bidder.

4. Penalty as mentioned above can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. All types of penalties can be levied up to their maximum limit simultaneously. The maximum penalty amount cannot exceed the 10% of TCO as per RFP except for Clause H, where no capping on penalty is applicable.

5. Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the bidder, in case the bidder exceeds the threshold limit of Delay for any of the items above and/or penalty amount exceed 10% of TCO. Bank, at its sole discretion, may exercise any or all of the options against the bidder, in such circumstances.

## 2.3 Schedule B: Payment Terms

1. No advance payment will be made.

2. Only GST, wherever applicable, will be borne by the Bank.

3. Bank will deduct TDS (Tax deducted at source) as applicable.

4. Product Cost: Bank will make this payment on complete (DC & DR) delivery sign-off.

5. Implementation Cost: Bank will make this payment on complete (DC & DR) implementation sign-off.

6. AMC/ATS will be paid on quarterly basis in arrears after the invoice submission.

7. The vendor will submit the cost details in the specified format mentioned in the Financial bid Format of this RFP.

8. Any Delay not attributable to vendor shall not be counted in SLA calculation.

9. All payments will be made to the vendor in Indian Rupee only.

10. GST shall be paid to the vendor on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated.

11. The vendor will submit invoices at the end of the quarter. The bank will make the payment within 45 days subject to submission of undisputed invoices along with all supporting documents/ reports viz. monthly SLA data, attendance record, etc. towards the delivery of services.

12. Payment shall be released within 45 days from the receipt of undisputed invoices by the bank.

13. Based on the SLA data, bank shall make liquidated damages, penalty calculations and payment will be released after the deduction of applicable penalty and liquidated damages.

14. Payment for any quarter will be made after deducting TDS/other taxes and applicable penalty, liquidated damages pertaining to the respective quarter.

15. Payment of first installment will be released only after submission of PBG and signing of MSA and NDA by the vendor. In case of delay in the commencement of some or all the services, payment will be made on pro-rata basis for the services delivered late.

16. In no event services will be withheld and/or terminated by the vendor in case of delay/ non-payment of any dues payable to the vendor on account of any issues pending for resolution. Such issues will be resolved as per the provision available in the document.

17. Payment in case of Termination of contract – In case the contract is terminated payment towards services will be made on pro-rata basis, for the period services have been delivered, after deducting applicable liquidity damages, TDS/other taxes and adjusting other pending charges, if any.

18. The payments will be made by bank electronically through RTGS/ NEFT. Vendor is required to submit bank account details along with cancelled cheque in original.

19. In the event of any change in vendor's bank details during the contract period, it would be the vendor's responsibility to submit revised bank details along with cancelled cheque leaf.

20. In case the vendor refuses to accept/execute the order, bank reserves the right to recover the penalty amount from PBG as well as any amount payable to the vendor. If required, bank may also take action against the vendor and blacklist them, as per provisions available in the agreement/ contract.

21. The vendor must accept the payment terms as proposed herein by the bank. Any deviation from the proposed payment terms would not be accepted.

22. The bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the bank.

23. Any penalty applicable during warranty period shall be adjusted against future payments made to the vendor.

24. The contract is for the period of 5 years from the date of Go-Live; however, the Purchase Order will be issued as per the requirement of the bank and PBG submission will be applicable for every Purchase Order as per the percentage defined in the RFP.

25. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees as per the requirements of the contract executed between the Bank and successful bidder. After completion of contract, Bank may extend /renew the contract for further period on mutually agreed terms and conditions and AMC/ATS rate.

26. Payment of solution, implementation and AMC/ATS cost will be made as per the following schedule:

| | S. No. | Activity | Time Period for Completion | Eligible Payment |
|---|---|---|---|---|
| **CONTRACT PERIOD – 5 Years from Go-Live Date** | 1 | Delivery of EMS software, Operating System (OS), Data base (DB) license to bank. | T0 + 4 weeks to Deliver at Banks location. | 50% of the Product Cost |
| | 2 | Successful installation, configuration of Operating, data base, or any software supplied by bidder and implementation of EMS setup at DC and DRC. Completion of training to bank team. | T0 + 12 weeks | 20% of the Product Cost + 50% of the Implementation Cost |
| | 3 | Successful implementation & integration of EMS solution with all tools. | T0 + 20 weeks | 20% of the Product Cost + 20% of the Implementation Cost |
| | 4 | Successful handover of EMS solution along with all tools configured. | T0 + 24 weeks | 10% of the Product Cost + 30% of the Implementation Cost |
| | 5 | 1 Year Warranty | T0 + 24 weeks + 52 weeks | - |
| | 6 | AMC/ATS for hardware/software | T0 + 24 weeks + 52 weeks + 208 weeks | AMC/ATS for hardware/software shall commence on completion of warranty period and will be paid quarterly in arrears against submission of invoices. |

## 2.4 Timelines and Delivery Schedule

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

**T0 – 1st PO Issuance Date**

| | # | Activity | Time Period for Completion |
|---|---|---|---|
| **CONTRACT PERIOD – 5 Years from Go-Live Date** | 1 | Delivery of EMS software, Operating System (OS), Data base (DB) license to bank. | T0 + 4 weeks to Deliver at Banks location. |
| | 2 | Successful installation, configuration of Operating system, data base, or any software supplied by bidder and implementation of EMS setup at DC and DRC. Completion of training to bank team. | T0 + 12 weeks |
| | 3 | Successful implementation & integration of EMS solution with all tools. | T0 + 20 weeks |
| | 4 | Successful handover of EMS solution along with all tools configured/Go-Live | T0 + 24 weeks |
| | 5 | Warranty Period | T0 + 24 weeks + 52 weeks |
| | 6 | AMC for 4 Years | T0 + 24 weeks + 52 weeks + 208 weeks |

**<u>Note: Total contract duration will be 6 months for Supply & Implementation + 1 Year Warranty after Go-Live + 4 Years AMC</u>**

## 2.5 Bid Submission Process

### 2.5.1 Documents for Technical Bid

Interested and eligible bidders may submit their proposal in the prescribed format (as per 3.1 Document Checklist) with complete information. The proposal duly filled in, along with all supporting document(s) / information should be submitted to the bank through the GEM Portal.

### 2.5.2  Documents for Price Bid

The bidder shall submit the Price bid as per the format given in Annexure X – Price Bid format.

**A masked** Annexure X – Price Bid format **should be submitted in technical offer**.

The financial bid/Offer should give all relevant price information as per Annexure X – Price Bid format and should not contradict the Technical Bid document in any manner.

## 2.6 Bid Evaluation

### 2.6.1 Opening of RFP

For bids received within the prescribed closing date and time, the Technical Bids will be opened in the presence of bidders' representatives who choose to attend the opening of the offer on the date and time decided by the Bank as mentioned in this document; any change shall be informed to bidders through GEM portal/ Bank's website/ e-mail to the authorized representative. The representatives of bidders' present shall sign a register of attendance.

Only of the bidders, who have been deemed qualified in eligibility criteria and the technical compliance / technical evaluation, price bid will be opened on prospective dates which will be communicated through GEM portal / Bank Website/ email.

### 2.6.2 Shortlisting of Bidders Technical Evaluation

1.  The bank will evaluate the bidders based on;

a.  Whether  EMD / Bid security declaration has been submitted

   First of all, the RFP Cost and EMD of all bidders will be verified. If any RFP Cost / EMD / Bid security declaration is not found in order, that bidder will be declared ineligible for further participating in the tender process.

b.  Compliance to Eligibility criteria

   The technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical specifications / parameters.

c.  Compliance to terms and conditions of the RFP, corrigendum (if any)

   Bank will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of

Bank will be final in this regard. The determination will take into account bidders financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders. The Bank reserves the right to accept or reject any product/ item/ technology / module / functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification / Solution is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

1. For responses received within the prescribed closing date and time the Bank will scrutinize the offers received as per the above-mentioned list and to determine whether they are complete and as per the requirements, and also whether all the required documents, as asked for and is required to evaluate the responses have been submitted, whether the documents have been properly signed, etc.

2. The Bank may, at its discretion, waive any minor non-conformities or any minor irregularity in the proposal. This shall be binding on all bidders and the Bank reserves the right for such waivers.

3. Upon receipt of applications (RFP) the same shall be scrutinized and evaluated by the Bank and the Bank will shortlist /select bidders as per requirement and the same shall be communicated to the bidders. The Bank also reserves the right to accept or reject any or all applications without assigning any reason whatsoever.

4. During pre-qualification and evaluation of the proposals, Bank may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by IPPB. Respondents are not permitted to modify, substitute or withdraw proposals after its submission. IN case the OEM is participating in the bid directly, the bids of its authorised resellers will not be considered.

5. The Bank reserves the right to check / validate the authenticity of the information provided in the eligibility and technical evaluation criteria and requisite support must be provided by the bidder. The Bank may ask for queries on each of the criteria wherein the bidder needs to response within stipulated timelines.

6. Demonstration and Capability Presentation - If required, the bank may ask the bidder to arrange for the demonstration and presentation of the offered products and how the project will be carried out by the bidder. The Bank may ask the bidder to provide the presentation (overall presentation or to cover up any specific area during the presentation).

## 2.6.3 Technical Compliance Sheet

Bidders have to meet the minimum eligibility criteria and have to comply to the scoring and technical specifications sheet as mentioned in Annexure XXII – Technical Compliance Sheet

## 2.6.4 Commercial Evaluation

1. Technically qualified bidders as per technical evaluation process will participate in Financial bid opening process. The bidder should quote as per Price Format in Indian Rupees as the all-inclusive price for the desired work / services.
2. While submitting the financial bid, following must be kept in mind:
   a. The price quoted should include all costs associated with the assignment (support, maintenance, customization, etc). A separate Tax breakup should be provided by the bidder.

b. The financial proposal should not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.

The financial bid should be submitted in the Price Format given in Annexure X – Price Bid format.

### 2.6.5 Reverse Auction

1. After opening of the Financial bids, the bank will carry out Reverse auction process. The qualification criteria for the reverse auction is as mentioned in GEM bid (Either H1 elimination or 50% elimination, etc).
2. The reverse auction process will be carried out as per the terms and conditions of the GEM portal.
3. The notice for reverse auction will be placed on GEM portal and the bidders will get time to participate in the reverse auction process.
4. The bidder with the lowest commercials after reverse auction will be declared commercially L1 bidder.
5. The L1 bidder has to compulsorily submit the quotes before and after reverse auction in the Financial bid format as per Annexure X – Price Bid format.
6. All the bidders are required to give the undertaking along with the technical bid for participating in the reverse auction Annexure XVII – Compliance Statement cum Price confirmation letter – Reverse Auction

### 2.6.6 Disqualification of Bids

The bids are liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this Tender document:

1. During validity of the bid, or its extended period, if any, the bidder increases its quoted prices
2. The bidder's bid is conditional and has deviations from the terms and conditions of the Tender.
3. Bid is received in incomplete form.
4. Bid is not accompanied by all the requisite documents.
5. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time prior to signing of the contract.
6. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
7. If common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.

## 3. PART – C – ANNEXURES

### 3.1 Document Checklist

| S. No. | Document Description | Submitted (Yes / No) |
|---|---|---|
| 1. | | |
| 2. | EMD Amount | |
| 3. | Document for EMD exemption (Submit only if exemption is claimed) | |
| 4. | Duly signed and stamped as a token of acceptance of terms and conditions of RFP:<br>    a.  GEM Bid Document<br>    b.  RFP document (Scope of work, Delivery timelines, SLAs & Penalty, Payment Terms, Price Breakup/BoQ (Masked), General terms, Termination & Exit Management, Master Service Agreement, Duly filled Integrity Pact, All applicable annexures.)<br>    c.  The issue of any corrigendum, reply of prebid queries along with GEM Corrigendum document. | |
| 5. | Duly filled Annexure I – Conformity Letter | |
| 6. | Duly filled Annexure II – Eligibility Criteria Compliance along with supporting documents | |
| 7. | Duly filled Annexure III – Bidder Details | |
| 8. | Duly filled covering letter as per Annexure IV – Bidder Response Cover Letter | |
| 9. | Duly filled Annexure V – Past Experience | |
| 10. | Comments on T&C if any from the bidder per Annexure VI – Comments on Terms and Conditions, Services and Facilities | |
| 11. | Duly Filled self-declaration as per Annexure VIII – Self-Declaration | |
| 12. | Duly filled Annexure IX – Power of Attorney for signing of application | |
| 13. | Duly filled Annexure X – Price Bid format | |
| 14. | Duly filled Annexure XI – Bank Guarantee format for Earnest Money Deposit | |
| 15. | Duly filled Annexure XII – Bank Guarantee format for Performance Guarantee | |
| 16. | Duly filled Annexure XIV – Undertaking under Rule 144 (xi) | |
| 17. | Duly signed and stamped Annexure XV – Integrity Pact | |
| 18. | Duly filled Annexure XVI – Certificate of Local Content if opted | |
| 19. | Duly filled Annexure XVII – Compliance Statement cum Price confirmation letter – Reverse Auction | |
| 20. | Duly signed and stamped Annexure XVIII – Non-Disclosure Agreement | |
| 21. | Duly signed and stamped Annexure XIX – Master Service Agreement | |

| S. No. | Document Description | Submitted (Yes / No) |
|---|---|---|
| 22. | Duly filled Annexure XX – Malicious Code Certificate | |
| 23. | Duly filled Annexure XXI – Bid Security Declaration | |
| 24. | Duly filled Annexure XXII – Technical Compliance Sheet | |
| 25 | Manufacturers Authorization Form issued by OEM | |

## 3.2 Annexure I – Conformity Letter

(To be submitted on company letterhead)

To,
The Chief Manager,
India Post Payments Bank
Corporate Office, 2nd Floor,
Speed Post Centre Building,
Bhai Veer Singh Marg,
Gole Market, New Delhi – 110 001.

Sir,

Sub: - Response to selection of _____

Further to our proposal dated **DD.MM.YYYY,** in response to the RFP document (hereafter referred to as "RFP DOCUMENT") issued by India Post Payments Bank ("Bank") we hereby warrant and confirm that:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the addendum issued (if any) including the changes made to the original documents issued by the bank, provided however that only the list of deviations furnished by us in Annexure VI – Comments on Terms and Conditions, Services and Facilities of the main RFP document which are expressly accepted by the bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document.

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

Yours faithfully

Authorised Signatory

Designation

Bidder's corporate name

## 3.3 Annexure II – Eligibility Criteria Compliance

To be considered for selection by the Bank, the bidders should meet the eligibility criteria as mentioned in this annexure to participate in bidding process. Only those bidders, who satisfy all the eligibility criteria as mentioned in the annexure, may respond. Document in support of all eligibility criteria is required to be submitted along with the Bid. Offers received from the bidders who do not fulfil any of the eligibility criteria are liable to be rejected. Any decision of Bank in this regard shall be final, conclusive, and binding upon the bidder.

Documentary evidence must be furnished against each of the criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

| S. No. | Eligibility Criteria | Documents in support |
|---|---|---|
| A | GENERAL & LEGAL | |
| 1. | Bidder should be Proprietorship / Registered Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies registered with the relevant authority and should be in existence for a minimum period of **5 (Five) financial years as on due date of bid submission.** Even in case the due date of bid submission is extended, the original due date of bid submission will be considered as reference date for the purpose of this experience criteria. | a. Certificate of Incorporation to be submitted in case of LLP / Private / Public limited companies as per the Company act 1956/ 2023.<br>b. The copies of Memorandum of Association and Articles of Association are required to be submitted along with the technical bid for the LLP / Private / Public limited companies as per the Company act 1956/ 2023.<br>c. Registered Partnership Agreement to be submitted in case of partnership firms.<br>d. PAN and GSTIN Certificate and any other tax related document if applicable. |
| 2. | Bidder to submit undertaking for Blacklisting and other clauses as per applicable annexure, as on the date of RFP submission.<br><br>If any issue comes to the notice of the Bank at a later date that bidder has submitted false undertaking, Bank will be free to revoke the contract entered with the selected bidder and invoke bank guarantee at its discretion. | Bidder has to submit a Declaration in the format as mentioned in the Annexure VIII – Self-Declaration of this RFP document. |
| 3. | The OEM need to specify their Class and country of Origin of quoted product as per the Make in India Guidelines. | Certificate as per Annexure XVI – Certificate of Local Content |
| 4. | The Bidder / OEM is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. | Bidder has to submit a Declaration in the format as mentioned in the Annexure XIV – Undertaking under Rule 144 (xi) of this RFP document. |

**Request for Proposal (RFP) for Selection of Vendor for Supply,
Implementation, Maintenance and Management of Enterprise Management
System (EMS) Tools for India Post Payments Bank**

| S. No. | Eligibility Criteria | Documents in support |
|---|---|---|
| | **OR** | **OR** |
| | The Bidder / OEM is from such a country and has been registered with the Competent Authority i.e., the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith. | If the bidder is registered with the competent authority, then a Certificate of registration issued from the competent authority in the name of bidder / OEM. |
| 5. | The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned on plain paper. Bids shall be liable for rejection in case of non-submission of the same. | Bidder has to submit the Integrity Pact in the format as mentioned in the Annexure XV – Integrity Pact of this RFP document. |
| 6. | Bidder should be either an Original Equipment Manufacturer (OEM) of EMS Suite or authorized partner of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM or through its authorized partners.<br><br>OEM can quote directly or through authorized partners.<br><br>However, both i.e., OEM & their authorized partner cannot participate in the RFP. In case, both (OEM & their authorized partner) participate, only bid of the OEM will be considered. | Bidder has to submit bid specific MAF from the OEM. |
| B | **FINANCIAL** | |
| 7. | The Bidder must have a minimum average annual turnover of Rs. **7.00 Crores** during the following 3 Financial years i.e., 2021-22, FY 2022-23 and FY 2023-24.<br>This must be the individual company turnover and not that of any group of companies. | a. Copy of the audited Balance Sheet of the bidder for 2021-22, FY 2022-23 and FY 2023-24.<br>**OR**<br>b. CA Certificate mentioning the Turnover of the bidder for the three financial years. The CA certificate to clearly mention the UDIN number. |

| S. No. | Eligibility Criteria | Documents in support |
|---|---|---|
| 8. | The Bidder must have a positive net worth from their Indian operations during each of the last three financial years i.e., i.e., FY 2021-22, FY 2022-23 and FY 2023-24. | a. Copy of the audited Balance Sheet of the bidder for FYs 2021-22, FY 2022-23 and FY 2023-24.<br>**OR**<br>b. CA Certificate mentioning the net worth of the bidder for the last three financial years. The CA certificate to clearly mention the UDIN number. |
| C | **EXPERIENCE** | |
| 9. ` | The bidder should have implemented any three of four proposed EMS tools as mentioned below in the last five years **as on due date of submission of bid** in India. -<br>    1. Server Management<br>    2. Network Management<br>    3. Helpdesk & ITSM<br>    4. IT Asset Inventory Management<br>POCs done will not be treated as experience of the bidder. Implementation experience should be of the same OEM as proposed. | Proof of implementation with details of modules along with Purchase Orders and a letter from user organization mentioning successful implementation/migration. Date of Purchase Order shall be within last five years **as on due date of submission of bid**<br><br>Even in case the due date of bid submission is extended, the original due date of bid submission will be considered as reference date for the purpose of this experience criteria |
| 10. | Any one component out of 4 proposed EMS tool below should **have been implemented in in last five years as on due date of submission of bid in Public/Private Sector Bank having a minimum of 2500 branches** in India and presently under support.<br>    1. Server Management<br>    2. Network Management<br>    3. Helpdesk & ITSM<br>    4. IT Asset Inventory Management<br>POCs done will not be treated as experience of the bidder. Implementation experience should be of the same OEM as proposed. | Proof of implementation with details of modules along with Purchase Orders and a letter from user organization mentioning successful implementation / migration along with staff strength.<br>Date of Purchase Order shall be within last five years **as on due date of submission of bid**<br><br>Even in case the due date of bid submission is extended, the original due date of bid submission will be considered as reference date for the purpose of this experience criteria |
| 11. | The Bidder should furnish an undertaking on their letter head that all the functional and technical requirements mentioned as part of Technical Scope are covered in totality in the proposal submitted by the Bidder. | Undertaking to be submitted. |

**Note:**

1. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
2. Either the bidder or the OEM can bid but not both.
3. In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
4. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
5. In case performance / completion certificate from concerned organization / end user is not available, bidder can submit self-certification along with the invoices raised/ CRAC of GeM (If order placed on GeM) for the same on their letter head mentioning name and address of the organization, completion date, contact person name & contact details including email etc. In this case, the decision of IPPB on acceptance of bid shall be final and binding on vendor.

## 3.4 Annexure III – Bidder Details

(To be submitted in this format only)

To,

The MD & CEO,
India Post Payments Bank Ltd.
Corporate Office, 2nd Floor, Speed Post Centre Building, Bhai Veer Singh Marg, Gole Market, New Delhi – 110 001.

| S. No. | Required Details | | Response |
|---|---|---|---|
| **General Details** | | | |
| 1. | Name of Company / Bidder / Organisation | | |
| 2. | CIN / Registration No | | |
| 3. | Registered office Address | | |
| 4. | Telephone, Fax Number, Email Address | | |
| 5. | Name, address and telephone number, Email id of the **Authorized Signatory** at your organization for this proposal | | |
| **EMD Details** | | | |
| 1. | EMD Details (NEFT / BG, etc) | Amount | |
| | | BG Number | |
| | | Name of Bank | |
| | | BG Validity | |
| | | Transaction Details | |
| 2. | Whether Claiming Exemption from Submitting EMD Amount (Mention Yes or No) | | |
| | **If Yes,** | | |
| S No. | Required Details | | Response |
| 3. | Please mention the details thereof (Relevant Act / Section) under which claiming EMD amount exemption | | |
| 4. | Attach Supporting Documents for the same claim | | |

*Declaration:*
I hereby declare that I / We have verified the details indicated above and also confirm that all the Information submitted is true to the best of my knowledge.

Dated this _____ _____ day of_____ _____ _____
For and on behalf of M/s._____ _____
Address:
Name & Signature
In the capacity of (Duly Authorized to Sign the Bid)
Seal of the company

## 3.5 Annexure IV – Bidder Response Cover Letter

(To be submitted on company letterhead)

Date:

To,
The Chief Manager,
India Post Payments Bank
Corporate Office, 2nd Floor, Speed Post Centre Building, Bhai Veer Singh Marg, Gole Market, New Delhi – 110 001.


Dear Sir,

1.  Having examined the requirement and Scope Documents including all Annexures / Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide our services for the policies mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents.
2.  If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope document.
3.  We agree to abide by this Scope Offer for 180 days from last date of submission of bid (Due Date) and our Offer shall remain binding on us and may be accepted by the bank any time before expiry of the offer.
4.  This Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
5.  We undertake that in competing for and if the work is allocated to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely 'Prevention of Corruption Act, 1988', and other relevant statutes in this regard.
6.  We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this bid in case the bank is of the opinion that the required information is not provided or is provided in a different format.


Date:

Authorized Signatory

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

## 3.6 Annexure V – Past Experience

| S. No. | Name of organization | Brief details of scope of work | Order Quantity / Quantities supplied | Name of person in-charge from client side with contact no. and email id | Period | |
|---|---|---|---|---|---|---|
| | | | | | From | To |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

(Signature, name and designation of the authorised signatory)

**Note: Appointment letter/Client letter/Contract with Client / Completion certificate in support of the information above should be submitted.**

## 3.7 Annexure VI – Comments on Terms and Conditions, Services and Facilities

This is a no deviation bid, comments if any to be submitted in pre-bid query format and to be discussed in pre-bid meeting only.

## 3.8 Annexure – VII Pre Bid-Query Format

Queries:

| S. No. | Page # | Clause number | RFP Clause Description | Query | Banks Response (Bidder Should not fill in this column) |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |

Date:

Authorised Signatory & Stamp

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

## 3.9 Annexure – VIII Self-Declaration

(To be submitted on Bidder's letterhead)

Date:

I, on behalf of _____<Bidder's Name>_____ (Including our affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract) declare the following:

i. We are not declared insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of aforesaid reasons;

ii. We are not declared ineligible/ blacklisted/ banned/ debarred by India Post Payments Bank or its Ministry/ Department from participation in its Tender Processes;

iii. We are not convicted (within three years preceding the last date of bid submission) or declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:

    a. offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or

    b. offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/or

    c. suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

iv. We have not changed our name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.

v. We do not have an association (as a bidder/ partner/ director/ employee in any capacity)

    a. of any retired Manager (of Gazetted Rank) or any retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.

    b. of the near relations of executives of Procuring Entity involved in this Tender Process

vi. We do not have a conflict of interest, which substantially affects fair competition.

vii. We declare that there are no legal proceedings/ inquiries/ investigations commenced/ pending against us by any statutory or regulatory or investigative agencies, for which performance under the contract will get adversely affected / may get affected.

viii. We are not in the negative/ caution repository of vendors published by IBA (Indian Banks Association)

Dated this _____ _____ day of_____ _____
For and on behalf of M/s._____ _____
Address:

Name & Signature
In the capacity of (Duly Authorized to Sign the Bid)
Seal of the company

## 3.10 Annexure IX – Power of Attorney for signing of application

(To be submitted on a INR 100 Stamp Paper only)

Know all men by these presents, we…………………………………………….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), …………………… son/daughter/wife of ……………………………… and presently residing at …………………., who is presently employed with us (the "Bidder") and holding the position of …………………………… , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the ***** Project proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said engagement and/ or upon award thereof to us and/or till the entering into of the agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, …………………………., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……… DAY OF …………. 2…..

| For | |
|---|---|
| Authorized Signature: | |
| Authorized Signatory Name: | |
| Title of Signatory: | |
| Address: | |

| Witnesses: |
|---|
| 1. |
| 2. |

**Accepted**

| Attorney's Signature: | |
|---|---|
| Attorney's Name: | |
| Attorney's Title: | |
| Address: | |

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure

**Request for Proposal (RFP) for Selection of Vendor for Supply,
Implementation, Maintenance and Management of Enterprise Management
System (EMS) Tools for India Post Payments Bank**

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

## 3.11 Annexure X – Price Bid format

**Please DO NOT submit this FILLED annexure along with Technical Bid document. If any price details are submitted in the TECHNICAL bid, then the bid will be rejected, and the bidder will be disqualified.**
**Post completion of RA, the L1 bidder has to mandatorily submit revised price break to IPPB in line with this price bid annexure**

### Table Summary

| S. No. | Description | Amount (INR) Excl GST | GST Amount | Total Amount (incl GST) |
|---|---|---|---|---|
| A | B | C | D | E = C + D |
| 1. | Table 1 – Product Cost (A) | | | |
| 2. | Table 2 – Implementation Cost (B) | | | |
| 3. | Table 3 – AMC/ATS Cost (C) | | | |
| | **Total Cost of Ownership (INR)** | | | Reverse auction will be carried on this price |

### Table 1: Product Cost

| S. No. | Description | Modules of the Solution | License Metric | Quantity (a) | Unit Price (INR) (b) | Amount (INR) with 1 Year Warranty Support c = (a x b) Excl GST | GST Amount (d) | Total Amount (Incl GST) e = c + d | Remarks |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Server Management System | A) Server Fault, Availability and Performance Management System B) Server Automation Capability C) Database Management System D) Storage Management, | Nos. of Devices | 900 | | | | | |
| 2 | Network Management System | A) Network Fault, Availability and Performance Management System B) Network Automation and configuration Management System C) Network traffic Analysis System | Nos. of Devices | 800 | | | | | |

| S. No. | Description | Modules of the Solution | License Metric | Quantity (a) | Unit Price (INR) (b) | Amount (INR) with 1 Year Warranty Support c = (a x b) Excl GST | GST Amount (d) | Total Amount (Incl GST) e = c + d | Remarks |
|---|---|---|---|---|---|---|---|---|---|
| | | D) Multiprotocol Label Switching Service (MPLS) Monitoring E) Network Reporting & Analysis, | | | | | | | |
| 3 | Helpdesk Management System | A) Helpdesk Management System B) SLA Management C) Incident Management, Problem Management, Change Management | Nos. Of Named Users | 100 | | | | | |
| 4 | IT Asset Inventory Management System (For DC & DR Enterprise Assets) | A) IT Asset Auto-Discovery and Inventory Management B) Configuration Management database (CMDB) | Nos. of Devices | 2000 | | | | | |
| | | | | **Grand Total (A)** | | | | | |

## Table 2: Implementation Cost

| S. No. | Description | Quantity (a) | Unit Price (INR) (b) | Amount (INR) c = (a x b) Excl GST | GST Amount (d) | Total Amount (INR) Incl GST e=(c + d) |
|---|---|---|---|---|---|---|
| 1 | Server Management System | 900 | | | | |
| 2 | Network Management System | 800 | | | | |
| 3 | Helpdesk Management System | 100 | | | | |
| 4 | IT Asset Inventory Management System (For DC& DR Enterprise Assets) | 2000 | | | | |
| | **Grand Total (B)** | | | | | |

## Table 3: AMC/ATS Cost

| ATS/AMC Cost for 4 Years | | | | | | | |
|---|---|---|---|---|---|---|---|
| S. No. | Description | Modules of the Solution | Quantity (a) | No of Years FOUR Years (b) | Unit Cost / Per Annum (c) | Amount (INR) d = (a x b x c) Excl GST | GST Amount (e) | Total Amount (INR) Incl GST e=(d + e) |
| 1 | Server Management System | A) Server Fault, Availability and Performance Management System B) Server Automation Capability C) Database Management System D) Storage Management, | 900 | 4 | | | | |
| 2 | Network Management System | A) Network Fault, Availability and Performance Management System B) Network Automation and configuration Management System C) Network traffic Analysis System, D)Multiprotocol Label Switching Service (MPLS) Monitoring E) Network Reporting & Analysis, | 800 | | | | | |
| 3 | Helpdesk Management System | A) Helpdesk Management System B) SLA Management C) Incident Management, Problem Management, Change Management | 100 | | | | | |
| 4 | IT Asset Inventory Management System (For DC & DR Enterprise Assets) | A) IT Asset Auto-Discovery and Inventory Management B) Configuration Management database (CMDB) | 2000 | | | | | |
| | | | | | Grand Total (C) | | | |

| **ATS/AMC Cost for 4 Years** | | | | | | | |
|---|---|---|---|---|---|---|---|
| S. No. | Description | Modules of the Solution | Quant ity (a) | No of Years FOUR Years (b) | Unit Cost / Per Annum (c) | Amount (INR) d = (a x b x c) Excl GST | GST Amoun t (e) | Total Amount (INR) Incl GST e=(d + e) |
| | | | | | | | |

- **The Hardware costing should be inclusive of OS & VM if applicable. Prices to be quoted inclusive of 5 Years Support**

- **Total Cost of Ownership (TCO) = Cost of Table 1 + Cost of Table 2 + Cost of Table 3 = A + B + C**

**Note:**
1. The bidders will be required to submit the Total Cost for 5 years on the GEM portal.
2. The rates quoted in Financial bid should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable.
3. The rate of applicable taxes should be informed and charged separately in the invoice generated for supply of the product.
4. Any column left blank by the bidder will result in disqualification of the bid.
5. **Implementation Cost quoted by the bidder should be between 8% to 10% of the Total Product Cost & yearly AMC quoted by the bidder should be between 15% to 20% of the Total Product Cost.**
6. Price of infrastructure/software/licenses and 1 year warranty will be applicable from the date of go-live.
7. Bank is not bound to place any minimum order for any item.
8. Software component such as OS (OS Features), DB (DB Features), and any other software component will be provided by bidder while hardware such as server, compute, storage, VM, etc. will be provided by bank.
9. The above quoted prices will be valid for 5 years from the date of Go-Live of solution and bank may place the purchase order for any additional licenses in future during the entire contract duration. Bank can increase or decrease the contract value/duration up to 25% during the contract period.

Dated this _____ _____ day of_____ _____ _____
For and on behalf of M/s._____ _____
Address:
Name & Signature
In the capacity of (Duly Authorized to Sign the Bid)

Seal of the company

## 3.12 Annexure XI – Bank Guarantee format for Earnest Money Deposit

### BANK GUARANTEE FOR EMD

### (To be Stamped in accordance with Stamp Act)

(The BG for EMD to be valid for a period of 120 days from the date of Submission of the bid)

### The non-judicial stamp paper should be in the name of issuing Bank

Ref………………..           Bank Guarantee No………………......

**Date……………………………………...**

To
India Post Payments Bank
Post Office
Speed Post Centre Building
Market Road
New Delhi – 110001
India

Dear Sirs,

1. In accordance with Invitation to Bid under your Reference No……………………..,

M/s………………….., having its Registered / Head Office at……………………… (hereinafter called the 'Bidder') wish to participate in the said Bid or……………………….. and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of…………………. valid upto ……………… on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

2. We, the ………………… Bank at ……………… (local address) having our Head office at ………………………, guarantee and undertake to pay immediately on demand by India Post Payments Bank, the amount of Rs. ……………………………………………………………………………………………… …………………. (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by the valid holder of this Guarantee shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

3. This guarantee will not be discharged due to the change in the constitution of the issuing Bank or the Supplier(s)/Service Provider(s).

4. Notwithstanding anything contained hereinabove:

(1) Our liability under this guarantee is limited to Rs. ……………. (in words & figures).

(2) This Bank Guarantee will be valid up to ………………….; and

(3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before …………..

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this……………day of…………..20……….at…………

WITNESS

…………………..………                          …………………..…………………..………

(Signature)                                        (Signature)

………………………..                           …………………..………………………..

(Name)                                            (Name)

………………………..                           …………………..………………………..

 (Official Address)                               (Designation with Bank Stamp)


Attorney as per Power of Attorney No……………

Dated……………………………

## 3.13 Annexure XII – Bank Guarantee for Performance Guarantee

**(To be stamped in accordance with Stamp Act)**
**The non-judicial stamp paper should be in the name of issuing Bank**

Ref………………..        Bank Guarantee No………………......
Date………………………………………...

To
India Post Payments Bank
Post Office
Speed Post Centre Building
Market Road
New Delhi – 110001
India

Dear Sirs,

1. In consideration of the India Post Payments Bank, a scheduled bank registered under Reserve Bank of India (hereinafter referred to as the 'Bank' or 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s…………………………………….. with its Registered/Head office at …………………………………………………………………

………………………. (hereinafter referred to as the "Contractor" or "Vendor" or "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Intent or Purchase Order No…………….. dated ……….. and the same having been acknowledged by the Contractor / Vendor / Service Provider, resulting in a Contract, bearing No………….. dated…………valued at………for………… (scope of Contract) and the Contractor / Vendor / Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs.
……………….. (in words & figures).

2. We……………………………………………………………………………..(Name & Address of Bank Branch) having its Head office at ………………………………………………
(hereinafter referred to as the ' Issuing Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Issuing Bank shall be conclusive and binding not withstanding any difference between the Owner and the Contractor / Vendor / Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

3. The Bank / Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank / Purchaser under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Bank / Purchaser shall have the fullest liberty, without affecting this

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guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Bank / Purchaser and the Contractor or any other course or remedy or security available to the Bank / Purchaser. The Issuing Bank shall not be released of its obligations under these presents by any exercise by the Bank / Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Bank / Purchaser or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Issuing Bank.

4. The Issuing Bank also agrees that the Bank / Purchaser at its option shall be entitled to enforce this Guarantee against the Issuing Bank as a principal debtor, in the first instance without proceeding against the Contractor / Vendor / Service Provider and notwithstanding any security or other guarantee the Bank / Purchaser may have in relation to the Contractor's liabilities.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).

6. Notwithstanding anything contained hereinabove:

(1) Our liability under this guarantee is limited to Rs. …………… (in words & figures).
(2) This Bank Guarantee will be valid upto ………………….; and
(3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before …………..

In witness whereof the Issuing Bank, through its authorised officer, has set its hand and stamp on this……………day of…………..20……….at…………

WITNESS
………………….………    ……………....………………….………
(Signature)    (Signature)

………………………..    ……………....………………………..
 (Name)    (Name)

………………………..    ……………………………………………..
(Official Address)    (Designation with Bank Stamp)

### 3.14 Annexure XIII – Authorization letter for attending pre bid Meeting

(To be submitted on company letterhead via email)

To,
Chief Manager,
India Post Payments Bank
Corporate Office, 2nd Floor,
Speed Post Centre Building,
Bhai Veer Singh Marg, Gole Market, New Delhi – 110 001.

Sir,

**Sub: -** Authorization Letter – For attending Meeting – RFP _____ ____ _____ ____ ____ _____

We, ____ _____ _____ (name of the company) hereby authorize the below mentioned executive(s) from our company to attend the

| Sr | Tick whichever is applicable | Description |
|----|------------------------------|-------------|
| 1 | | The Pre-bid meeting of the subject RFP |
| 2 | | The opening of Technical Proposal of the subject RFP |
| 3 | | The opening of Commercial Proposal of the Subject RFP |

The details of the authorized personnel are as under.

| S. No. | Name | Designation | Mobile No | Email ID for VC invite (For Pre bid meeting) |
|--------|------|-------------|-----------|-----------------------------------------------|
| 1 | | | | |
| 2 | | | | |
| Note | Maximum TWO personnel are allowed to attend the pre bid meeting. | | | |

If the bank decides to conduct the Pre bid meeting via VC then kindly send the VC link for pre bid meeting on the above mentioned email id of the authorized personnel.

Yours faithfully,

Dated this _____ _____ day of____ _____ _____
For and on behalf of M/s._____ _____
Address:
Name & Signature
In the capacity of (Duly Authorized to Sign the Bid)

Seal of the company

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## 3.15 Annexure XIV – Undertaking under Rule 144 (xi)

**Format for declaration (To be On Letter head of Bidder)**

Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017

We certify as under:

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

1.  we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy of registration enclosed). and.

2.  we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

Dated this _____ _____ day of_____ _____ _____

For and on behalf of M/s._____ _____

Address:

Name & Signature

In the capacity of (Duly Authorized to Sign the Bid)

Seal of the company

**Note: All provisions of Rule 144 (xi) of the General Financial Rules 2017 and its latest amendments shall be applicable on this tender**

## 3.16 Annexure XV – Integrity Pact

(To be executed on plain paper at the time of submission of bid) (successful bidder shall execute Integrity Pact on non-judicial stamp paper of appropriate value as per stamp act applicable in the state of Delhi)

This Agreement (hereinafter called the Integrity Agreement) is made on _____ day of the month of _____ 20___, between,

On one hand, India Post Payments Bank Limited (CIN U74999DL2016GOI304561), having its Registered Office at Post Office, Speed Post Centre Building, Market Road, New Delhi – 110001, (hereinafter referred to as the "Principal/Owner", " IPPB" or "Buyer", as the case may be, which expression shall unless repugnant to the context thereof, include its successors, assigns), acting through _____, ,party of the FIRST PART,

<div align="center">And</div>

M/s_____ represented by_____, Authorized Signatory (hereinafter called the "Vendor" or "Service Provider", as the case may be, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) party of the Second Part.

WHEREAS the Principal/ Owner has floated the RFP reference number _____ (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for _____ for IPPB, 2nd Floor, Speed Post Center, Bhai Veer Singh Marg, Market Road, New Delhi – 110001 Hereinafter referred to as the "Contract". and the VENDOR is willing to offer/has offered the services.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Vendor(s) and Contractor(s).

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Principal/Owner to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling VENDORs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

**Article 1: Commitment of the Principal/Owner**

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

a.      No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

c.      The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

d. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the VENDOR to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal/Owner and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Principal/Owner the proceedings under the contract would not be stalled.

If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Vendor(s)/Vendor(s)**

1. It is required that each Vendor/Vendor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the India Post Payments Bank all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The VENDOR commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid/tender process or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

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

b. The VENDOR will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the India Post Payments Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

c. The VENDOR further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the India Post Payments Bank or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

d. VENDOR shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

e. The VENDOR further confirms and declares to the India Post Payments Bank that the VENDOR has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the VENDOR, nor has any amount been paid, promised

or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

f.  The VENDOR, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the India Post Payments Bank or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

g.  The VENDOR will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

h.  The VENDOR will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

i.  The VENDOR shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the India Post Payments Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier or information contained or transmitted electronically. The VENDOR also undertakes to exercise due and adequate care lest any such information is divulged.

j.  The VENDOR commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

k.  The VENDOR shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

l.  If any employee of the VENDOR or any person acting on behalf of the VENDOR who is directly or indirectly involved in the bidding process of this RFP, is a relative of any of the officers of the India Post Payments Bank who is directly or indirectly involved in the bidding process, bid evaluation for this RFP, the same shall be disclosed by the VENDOR at the time of filing of tender. The term relative for this purpose would be as defined in Sub-Section (77) of Section 2 of the Companies Act of 2013.

The VENDOR shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the India Post Payments Bank.

The Vendor(s) will not enter with other Vendor(s) 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 competitive or to cartelize in the bidding process.

c.      The Vendor(s) will not commit any offence under the relevant IPC/PC Act.

   The Vendor(s)/ of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Vendor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

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

The Vendor(s) will not, directly or through any other person   or firm indulge in fraudulent practice means a willful misrepresentation   or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by

or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the India Post Payments Bank interests.

The Vendor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process)

**Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Vendor(s)/ and the Vendor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Vendor(s)/, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the Vendor shall have powers to disqualify the Vendor(s)/ from the Tender process or terminate/determine the Contract, if already executed or exclude the Vendor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the VENDOR. However, the proceedings with the other VENDOR(s) would continue.

I. The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be requiring to assign any reason therefore.

II. To immediately cancel the contract, if already signed, without giving any compensation to the VENDOR.

III. To recover all sums already paid by the BUYER, and in case of an Indian VENDOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a VENDOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the VENDOR from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

IV. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the VENDOR, in order to recover the payments, already made by the BUYER, along with interest.

V. To cancel all or any other Contracts with the VENDOR. The VENDOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the VENDOR.

VI. To debar the VENDOR from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

VII. To recover all sums paid in violation of this Pact by VENDOR(s) to any middleman or agent or broker with a view to securing the contract.

VIII. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the VENDOR, the same shall not be opened.

IX. Forfeiture of Performance Bond/Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.2 The BUYER will be entitled to take all or any of the actions mentioned at para 4.1 (i) to (x) of this Pact also on the Commission by the VENDOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the VENDOR), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the VENDOR shall be final and conclusive on the VENDOR. However, the VENDOR can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Vendor or Vendor, or of an employee or a representative or an associate of a Vendor or Vendor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

### Article 4: Previous Transgression

1. The Vendor declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with IPPB or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. The VENDOR agrees that if it makes incorrect statement on this subject, VENDOR can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### Article 5: Equal Treatment of all Vendors/Vendors/Sub Vendors

a. The Vendor(s)/Vendor(s) undertake(s) to demand from all sub-Vendors a commitment in conformity with this Integrity Pact. The Vendor/Vendor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub Vendors/sub-vendors.

b. The Principal/Owner will enter into Pacts on identical terms as this one with all Vendors and Vendors.

c. The Principal/Owner will disqualify Vendors, who do not submit, the duly Signed Pact between the Principal/Owner and the Vendor, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

### Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Vendor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Vendors, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, INDIA POST PAYMENTS BANK.

### Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and Jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.

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

3. If the Vendor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

### 5. Independent Monitors

5.1  Smt. Manisha Nanda, IAS (Retd.) and Shri Rakesh Jain IA&AS (Retd) have been appointed as Independent External Monitors (hereinafter referred to as Monitor) for overseeing and implementation of the Pre-Contract Integrity Pact for procurement of services for the BUYER.

5.2  Their contact details are as under:

Smt. Manisha Nanda, IAS (Retd.)  – EMAIL - nanda_manisha@yahoo.co.in
Shri Rakesh Jain IA&AS (Retd) - EMAIL -  rakeshjain18@hotmail.com

5.3  The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

5.4  The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

5.5  Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

5.6  As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

5.7  The VENDOR(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the VENDOR. The VENDOR 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 shall be under contractual obligation to treat the information and documents of the VENDOR/Sub-contractor(s) with confidentiality.

5.8  The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

5.9  The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/VENDOR and, should the occasion arise, submit proposals for correcting problematic situations.

**Facilitation of investigation**
In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the VENDOR and the VENDOR shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**Law and Place of Jurisdiction**
This Pact is subject to Indian Law. The place of performance and jurisdiction is New Delhi.

**Other Legal Actions**
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**Validity**

a.  Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**Article 8- Legal and prior rights**

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All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

For and on behalf of Principal/Owner          For and on behalf of Vendor

INDIA POST PAYMENTS BANK,                 M/s Vendor Name,
2nd floor, Speed Post Centre,
Bhai Veer Singh Marg, Market Road
New Delhi- 110001

WITNESSES:
1.
(Signature, name and address)
 2.
(Signature, name and address)
Place:
Dated:

## 3.17 Annexure XVI – Certificate of Local Content

To
Head Procurement,
India Post Payments Bank,
Corporate Office- Delhi-110001

**Sub: Self Certification as per clause 9(a) and 9(c) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 19.07.2024)**

Sir,

I…………………………………………………………….(authorized signatory) for M/s………………………… …… …… ……. …………………………………a 'Class I Local Supplier'/ 'Class II Local Supplier (**Tick appropriate option & cut the other one**) 'at the time of tender, bidding or solicitation hereby confirm the following:

1. The item(s)/service(s) meets the Local Content requirement for Class I Local Supplier' /'Class II Local Supplier' (**Tick appropriate option & cut the other one**) and the Local Content percentage is…………………… ……………..

I also certify that we, M/s………………………. (BidderName)………………………. have not been debarred by any procuring entity from violation of this order.

The details of the location(s) at which the local value addition made is/ are as under:
[Factory Address]
…………………………………………………………..
…………………………………………………………
…………………………………………………………

For M/s…………………………………………………
Authorized Signatory
(with company seal & Name)

**NOTE: All provisions of Make In India Policy (Preference to Make in India Order, 2017 of DPIIT dated 16.09.2020), revision order dated 19.07.2024 and its latest amendments are applicable on this tender**

## 3.18 Annexure XVII – Compliance Statement cum Price confirmation letter – Reverse Auction

(To be submitted by all the bidders participating in Reverse Auction)

To,
The Chief Manager,
India Post Payments Bank,
Corporate Office,
2nd Floor Speed Post Center,
Bhai Veer Singh Marg, Gole Market,
New Delhi- 110001.

DECLARATION

1. We_____(name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated_____ _____for procurement of ___.
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by India Post Payments Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
4. We shall participate in the on-line auction conducted by IPPB on GEM Portal and submit our Price bid. We shall also abide by the procedures prescribed for online auction by GEM portal.
5. We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the bank may debar us from participating in future tenders.
6. We confirm having nominated Mr. _____ who is the holder of POA and designated as ____ _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in the Reverse Auction.
7. **We undertake to submit the confirmation of last bid price by us to the Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.**

Signature with company seal
Name of Company / Organization:
Designation within Company / Organization:
Address of Company / Organization:
Date:

Name of Authorized Representative: _____
Signature of Authorized Representative: _____
Verified above signature
Competent Authority Signature: _____ Date: ____

## 3.19 Annexure XVIII – Non-Disclosure Agreement

### Non-Disclosure Agreement

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, New Delhi.

BETWEEN

India Post Payments Bank Limited a public limited company wholly owned by the Government of India and set up under the Companies Act, 2013, and the Payment Banking Regulation Act, 1949 as a Payments Bank under the Department of Posts and in line with relevant guidelines of the Reserve Bank of India, having its Registered & Corporate Office at 2nd Floor, Speed Post Centre Building, Bhai Veer Singh Marg, Market Road, New Delhi – 110001 (hereinafter referred to as the "Payment Bank" or "Bank", which expression shall unless repugnant to the context thereof, include its successors, assigns) party of the First part

;

AND

<***>, a ………………………….. incorporated under the ………………., having its registered office at <***> (hereinafter referred to as the "……………", as the case may be (which expression shall, unless the context otherwise requires, include its permitted successors and assigns), party of the other part.

.

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS:

A. the ..........................., is a ……………………… providing ………………………………………………………………………………………………………………………… ………………………………….to the Payment Bank.

B. The Confidential Information shall at all times belong to the Party providing ("Provider" or "Discloser" or " Disclosing Party") such information and shall be provided to the recipient Party ("Recipient" or "Receiving Party" ) for the specific purposes of achieving the objects of the Service Agreement.

C. The Parties are executing these presents to set out their understanding with regard to the manner of dealing with the Confidential Information (as defined below).

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

a) "Agreement" means this non-disclosure agreement, as amended from time to time, and includes all recitals, schedules, annexures or exhibits annexed hereto.

b) "Agreed Purpose" mean the specific purpose for which the Provider has provided the Confidential Information to the Recipient;

c) "Confidential Information" shall mean and includes, without limitation, any and all information, data, knowledge, and know-how, whether pertaining to commercial, technical, scientific, operational, administrative, financial, marketing or business affairs, or intellectual property, or otherwise (in whatever form and however communicated) relating, directly or indirectly, to the Provider, which the Provider or its employees, directors, officers, agents, consultants etc., would have disclosed or delivered prior to the date of this Agreement, or is disclosed or delivered after the date of this Agreement, to the Recipient or to any third party on the request of the Recipient, in writing, electronically, verbally, or through visual means, either with the disclaimer of confidentiality or not, or

which the Recipient (or such third party) learns, obtains or derives, orally, through observation or through analysis, interpretations, compilations, studies, or evaluations of such information, data, knowledge, or know-how; for clarity, the information, data, knowledge, and know-how includes, without limitation, those in the nature of, or pertaining to, business plans, marketing and financial plans, strategy, projections, policy details, client details, various products, details regarding pricing, technical know-how etc. in respect of such products, and also the documents, registers, books, photographs, notes, renderings, journals, notebooks, computer programs, computer readable video, audio or sound files, and samples relating thereto;;

d)      "Parties" means the Payment Bank and ........................... for the purposes of this Agreement and "Party" shall be interpreted accordingly;

1.2.     Interpretation

In this Agreement, unless otherwise specified:

(i)      references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;

(ii)     use of any gender includes the other genders;

(iii)    references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

(iv)     references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

(v)      a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

(vi)     any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;

(vii)    references to a 'business day' shall be construed as a reference to a day (other than 2nd and 4th Saturday, Sunday and other gazetted holidays) on which the Payment Bank is generally open for business;

(viii)   references to times are to Indian standard time;

(ix)     a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

(x)      all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.


2.      TERM

This Agreement will remain in effect for _____ years from the date of execution of this Agreement or ………….. years from the date of the last disclosure of Confidential Information, whichever is later ("Term"), at which time it will terminate, unless extended by the provider of information in writing.


3. TERMINATION

The parties to this agreement may terminate this agreement by providing prior notice of ninety (90) days in writing, without giving any reasons for the same. However, the  confidentiality obligations of both the parties shall survive a term of 2(two) years from the date of termination or expiry of this Agreement


4.      USE OF THE CONFIDENTIAL INFORMATION; NON-DISCLOSURE

The Recipient hereby agrees that it shall use the Confidential Information only for the Agreed Purpose. Further, the Recipient shall not, except with the prior written consent of the Provider or in accordance with this Agreement disclose, transfer, or use, to its financial or monetary advantage, any such Confidential Information.  The obligation of the Recipient contained in this Clause  shall not be limited in point in time save and except at such time as the exclusions contained hereof become applicable in respect thereof as per Clause 2 hereof.  Also, the Recipient and its Representatives will not disclose

to any person the fact that the Confidential Information has been made available to it or its Representatives or that Confidential Information has been provided by Provider to the Recipient and/or its representatives.

5. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall:

(a) use the Confidential Information only for the Agreed Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and

(b) grant access to Confidential Information only to its employees on a "need to know basis" and restrict such access as and when not necessary to carry out the Agreed Purpose.

(c) cause its employees to comply with the provisions of this Agreement;

(d) reproduce Confidential Information only to the extent essential to fulfilling the Agreed Purpose, and

(e) prevent disclosure of Confidential Information to third parties;

(f) disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Recipient agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein. The Recipient upon making a disclosure under this Clause shall:

(i) advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.

(ii) upon the Provider's request, the Recipient shall either return to the Provider all Confidential Information or shall certify to the Provider that all media containing Confidential Information have been destroyed.

(iii) not to remove any Confidential Information from the premises of the Provider without prior written approval of the Provider.

(iv) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Provider's prior written approval, from the Provider's premises. Each Party agrees to comply with any and all terms and conditions the Provider may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

(v) Upon the Provider's request, the Recipient shall promptly return to the Provider all tangible items containing or consisting of the Provider's Confidential Information all copies thereof.

The recipient of information agrees that the provider of information shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

6. EXCEPTIONS TO CONFIDENTIAL INFORMATION

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Recipient can demonstrate that such Confidential Information:

(a) was independently developed by the Recipient; or

(b) has become generally available to the public without breach of confidentiality obligations of the Recipient; or

(c) was in the Recipient's possession without restriction or was known by the Recipient without restriction at the time of disclosure; or

(d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Recipient has given the Provider prompt notice of such demand for disclosure and the Recipient reasonably cooperates with the Provider's efforts to secure an appropriate protective order; or

(e) is disclosed with the prior consent of the Provider; or

(f)      was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Provider and was not previously acquired by the Recipient from the Provider under an obligation of confidence; or

(g)      the Recipient obtains or has received such information from a source other than the Provider without breach by the Recipient or such source of any obligation of confidentiality or non-use towards the Provider.

7.      OWNERSHIP OF THE CONFIDENTIAL INFORMATION

(a)      Each Party recognizes and agrees that all of the Provider's Confidential Information is owned solely by the Provider (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

(b)      By disclosing the Confidential Information or executing this Agreement, the Provider does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Provider disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

(c)      Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future projects for the Provider which relate to similar subject matters, provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Recipient's disclosure or use of any general learning, skills or know-how developed by the Recipient's personnel under the Service Agreement.

(d)      Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

8.      Governing Law & Jurisdiction

This Agreement, the relationship between the Parties and all rights and obligations arising from any act done or required to be done under this Agreement and the terms herein shall be governed by and construed in accordance with the laws of India. Subject to Clause 9 below, the courts at New Delhi, India shall have exclusive jurisdiction over the subject matter.

9.      DISPUTE RESOLUTION

(a)      If any disputes or differences ("Dispute") arise between the Parties hereto as to the interpretation or the performance of this Agreement (except proceedings for urgent interlocutory relief) the Party claiming that a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

(b)      If the parties cannot resolve the Dispute within 14 days from the date of receipt of notice then such Dispute arising between the parties to this Contract shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by a party to the other of existence of such Dispute, then the Arbitrator shall be appointed by the Competent Court of New Delhi. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The seat and venue of arbitrations shall be New Delhi and the language of arbitration shall be English.

10. MODIFICATION / AMENDMENT

No modification, amendment, or other change in this Agreement will be binding on any Party unless consented to in writing to by both Parties.

## 11.    WAIVER

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

(a)      shall be in writing

(b)      shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(c)      shall be executed by a duly authorized representative of the Party; and

(d)      shall not affect the validity or enforceability of this Agreement in any manner.

## 12.    EXCLUSION OF IMPLIED WARRANTIES

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement, except the service agreement, if any, executed between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

## 13.    ENTIRE AGREEMENT

This Agreement constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

## 14.    SEVERABILITY

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

## 15.    NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

## 16.    THIRD PARTIES

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

## 17.    SUCCESSORS AND ASSIGNS

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

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18.    NOTICES

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to the Payment Bank:

India Post Payments Bank Ltd.,
Corporate Office, 2nd Floor,
Speed Post Centre, Bhaai Veer Singh Marg,
Market Road, New Delhi-110001


If to the ..........................:
Attn. <***>
Phone: <***>
Fax No. <***>


19.    LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.


20.    COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.


21. DAMAGES:

   a)  Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage of the Disclosing Party.

   b)  The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

   c)  Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

   d)  The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach may have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.


22.    MITIGATION

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the parties to this agreement i.e Payment Bank and the ……………… shall at all times

take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

23.      REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

WITNESSES:
1.      (Name, Designation, Organisation, and Signature)
2.      (Name, Designation, Organisation, and Signature)

Payment Bank                                                    [...........................]
Signed                                                          Signed
For and on behalf of the                                        For and on behalf of the
India Post Payments Bank Limited                                (Company name)
By:      _(signature)_                                          By:      _(signature)_
(Name and designation)_                                         (Name and designation)_
                                                                An authorised signatory duly nominated
                                                                pursuant to Board Resolution No. dated of
                                                                the ...........................

## 3.20 Annexure XIX – Master Service Agreement

This Agreement is made at this ……… day of _____ ,202__ at New Delhi.

### BY AND BETWEEN

**INDIA POST PAYMENTS BANK LIMITED,** a public limited company wholly owned by the Government of India through Department of Post under Ministry of Communication and set up under the Companies Act, 2013, and the Banking Regulation Act, 1949 as a Payments Bank under the Department of Posts and in line with relevant guidelines of the Reserve Bank of India, having its Registered & Corporate Office at Post Office, Speed Post Centre Building, Market Road, New Delhi – 110001 (hereinafter referred to as the "**Payments Bank",or "Bank" or "IPPB"** which expression shall unless repugnant to the context thereof, include its successors, assigns) and acting through …………………(name) its ……………………..(designation), of the FIRST PART;

AND

…………………………………. having its registered address at, ………………………………………………………… , …………………………………………………………………………………………………………………………………… ………………., (hereinafter referred to as the **"Service Provider"and/or "Vendor"**, which expression unless repugnant to the context herein shall mean and include its successors in business and permitted assigns) party of the **OTHER PART**.

(The IPPB and Service Provider shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".)

WHEREAS:

    I. India Post Payments Bank Limited (IPPB) is a company incorporated and registered under Companies Act, 2013, and issued a Request for Proposal No. …………….dated ………………… (hereinafter referred to as "**RFP**") for selection of a Service Provider for the Project.

    I. The Service Provider had submitted the Proposal in response to the RFP and with the intention of performing its obligation for…………………………………….. "**the Project**" as per the scope of work detailed in the RFP and this Agreement collectively.

    II. The Service Provider shall do all such acts, as mentioned in this agreement and as per the requirement and upto the satisfaction of the IPPB.

**NOW THEREFORE**, in consideration of the mutual promises and covenants and conditions herein contained and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree and confirm as under:

**1.** This Agreement establishes the contractual framework for providing the services for ………………and/or such other services as agreed between the Service Provider and the IPPB

from time to time in terms of this Agreement executed between the Service Provider and the IPPB in accordance with the procedures set out in this Agreement and the RFP.

2. This Agreement shall operate as a legally binding Contract for service, specifying the terms which apply to the Parties under this Agreement and to the provision of the Services to be rendered by the Service Provider to the IPPB.

3. The purpose of this Agreement is to set out as follows:

   a) Rights and obligations of the IPPB and the Service Provider in relation to services for …………………………………. or such other services as agreed between the Service Provider and the IPPB.

   b) The manner in which the Services are to be provided by the Service Provider, which shall strictly be in accordance to this agreement.

4. In terms of this Agreement, the Service Provider shall, within the timelines provided in the RFP and under this Agreement:

   a) Has provided an unconditional and irrevocable Performance Bank Guarantee of ………………….. Bank for Rs. …………………………….. issued on dated………..20……, and valid upto………………….. to Perform its obligations.

   b) Fulfil all other obligations of the Service Provider as specified under the RFP and this Agreement.

   c) Undertake any/all repair, replacement, up-gradation and procurement of equipment necessary for providing the services, at its own cost.

   d) Provide such suitably qualified, experienced and competent personnel and sub-contractors as may reasonably be required for the performance of the Services towards the execution of Project. If so requested by the IPPB, the Service Provider shall provide evidence of previous experience, qualifications and competence of the personnel engaged in the performance of such services.

   e) Withdraw and/or bar its employee/s or agent/s from extending such Services, if, in the sole opinion of the IPPB:

      1) The quality of Service rendered by the said employee/agent of the Service Provider is not in accordance with the quality or the Scope of Work as per clause 9 of this agreement or upto the satisfaction of the IPPB.

      2) It is not in the interest of the IPPB that such employee/agent of the Service Provider continues to be involved in the provision of the Service in relation to the Project.

   f) Subject to the terms of this Agreement, the Service Provider shall ensure deployment of sufficient number of personnel to provide the required level of services, in a prompt and efficient manner.

g) The Service Provider shall not knowingly engage or continue the engagement of any person with a criminal record/ conviction and shall bar any such person from participating directly or indirectly in the provision of Services under this Agreement.

h) The Service Provider shall not exercise any lien on any of the assets, properties, documents, instruments, or material belongings to the IPPB and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from the IPPB.

i) The Service Provider shall regularly provide updates to the IPPB with respect to the Services provided, and shall meet the designated personnel of the IPPB to discuss and review its performance at such intervals as may be agreed upon between the parties, or whenever called upon by the IPPB to do so.

j) The Service Provider shall be responsible for compliance of all laws, rules, regulations and ordinances, applicable with respect to its employees, subcontractors and agents (including all labour laws but not limited to the Minimum wages Act, Provident Fund laws, Workmen's Compensation Act etc.) and shall establish and maintain all proper records as statutorily required as per the law of the land or by code/practice, including but not limited to accounting records, labour and payment records, corporate policy etc., as applicable from time to time, including records and returns etc. which are required to be filed by the Service Provider with the statutory authorities from time to time as per applicable laws.

k) The Service Provider shall provide, access to its premises and records, being maintained in relation to the Project and with regard to the job being performed thereto as per this Agreement with the IPPB,  to the authorized personnel of the IPPB / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel to carry out any kind of process of audit including that of its operations and records related to the IPPB's Management Services, as per the satisfaction of the aforesaid personnel/authority/Service Provider. In addition, the IPPB shall not disturb or prevent Service Provider's performance of activity.

l) The Service Provider shall ensure that:

   i) The Service Provider must ensure and confirm due diligence/KYC/verification of its own employees as well as the employees of its sub-contractors/agent and must be able to provide documentary evidence for the same if required.

   ii) The Service Provider must build adequate safeguards to ensure that the information / documents / records / assets of the IPPB are maintained in a way that the same are safe and there is no sharing/co-mingling of similar data/ information, in any manner, with other organizations to which it may be providing services.

m) The Service Provider shall ensure preservation of all documents / data in accordance with all legal / regulatory obligations.

n) The Service Provider shall put in place a Business Continuity Plan (BCP) and share the same with the IPPB.

5. **Conditions precedent:**

This Agreement is conditional upon the Service Provider having fulfilled all of the Conditions Precedent, which are as follows:

a. The Service Provider has to provide a Performance Bank Guarantee of Rs._____ to the IPPB having validity of _____ years by way of security.

b. The Service Provider shall provide to the IPPB, the certified true copies of its constitutional documents and Board resolutions or equivalent document authorizing the execution, delivery and performance of this Agreement.

6. **Non-fulfilment of any Conditions Precedent:**

   a. In the event that any of the Conditions Precedent relating to the Service Provider has not been fulfilled, this Agreement shall cease to have any effect as of that date and this Agreement can be terminated at the option of IPPB.

   b. In the event that the Agreement fails to come into effect on account of non-fulfilment of any of the Conditions Precedent, the IPPB shall not be liable in any manner whatsoever to the Service Provider and the IPPB shall notify the Service Provider in writing of such failure and may forfeit the Performance Bank Guarantee.

   c. In the event that possession of any facilities and/or data has been delivered to the Service Provider by or through the IPPB prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Agreement, such facilities and data shall immediately revert to the IPPB, free and clear from any Encumbrances or claims.

7. **Performance Bank Guarantee:**

The Service Provider shall at its own expense has deposited with the IPPB, an unconditional and irrevocable Performance Bank Guarantee (PG) amounting to ……………% of the purchase order or as decided by the IPPB. The Performance guarantee is valid for a period of ……….months/ years beyond the completion of the period of contract.

In the event of the Service Provider being unable to fulfil its obligation under the Agreement or cause delay in providing the requisite service for whatever reason, the IPPB reserves the right to invoke and forfeit the Performance Bank Guarantee at its sole discretion.

Notwithstanding and without prejudice to any rights whatsoever of the IPPB under this Agreement, the proceeds of the Performance Bank Guarantee shall be payable to IPPB as compensation by the Service Provider for its failure to complete its obligations under this Agreement. The IPPB shall notify the Service Provider in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) with respect to which the Service Provider is in default.

The IPPB shall also be entitled to make recoveries from the Service Provider's bills, Performance Bank Guarantee, or any other amount due to the Service Provider, the equivalent value of any payment made to the Service Provider due to inadvertence, error, collusion, misconstruction or misstatement.

The Performance Bank Guarantee may be discharged/returned by IPPB upon being satisfied that there has been due performance of the obligations of the Service Provider under this Agreement. However, no interest shall be payable on the Performance Bank Guarantee.

8. **Term of Agreement**;

As defined in RFP Document clause: Validity of Contract

9. **Scope of Work:**

The Service Provider shall perform its obligations and work as per Schedule-A to this agreement.

10. **SLA & Timelines**

The SLA & timelines shall be as per Schedule-A to this agreement.

11. **Terms of Payment and Service Credits and Debits**

i) In consideration of the Services rendered and subject to the provisions of this Agreement, the IPPB shall make payment to the Service Provider for the Services rendered in terms of Schedule-B fined and provided for in this Agreement. The IPPB can calculate a financial sum and debit the same, against the Terms of Payment as defined in the Terms of Payment as a consequence of the failure of the Service Provider to meet the terms and conditions as mentioned in the RFP and under this Agreement.

ii) Except as otherwise provided for herein or as agreed between the Parties in writing, the IPPB shall not be required to make any payments in respect of the Services other than those covered by the terms of payment as stated under Schedule-B.

12. **Invoicing, Settlement and Taxation**

The Invoicing,Settlement and Taxation shall be as per Schedule-B to this agreement.

Any bill raised by the Service Provider will be paid within _____( ) weeks of bill receipt date. The IPPB will notify about any disputed amount within _____(_____) days of receipt of the invoice and Parties will resort to an amicable settlement within _____ (__) days. Once the dispute is settled, the payment will be made within _____ (__) days thereafter.

13. **Representation and Warranty**

i) The Service Provider hereby represents and warrants that:

a) It has been duly incorporated in India and is valid as per the existing laws of India.

b) It has taken all required measures to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of the same upon request. An authenticated list of the officers of the Service Provider who are authorized to sign and / or execute this Agreement and / or other

related documents, in writing and duly supported by Board Resolution, shall be provided to the IPPB.

c) The execution, delivery and performance of this Agreement by the Service Provider in accordance with its terms shall not violate or conflict with its Articles and/or memorandum of association and/or any other organizational documents.

d) That it shall comply with all the provisions of the Information Technology Act, 2000 and any other laws for protection of data of IPPB or any of its customers or any data provided by IPPB.

e) The Service Provider shall ensure that:

i.   Nothing in this Agreement would be construed to mean the creation or imposition of any lien, charges or encumbrance upon the capital stock, properties or assets of the IPPB;

ii.  That there are no judicial or administrative actions, proceedings or investigations pending to the best of its knowledge, which would have a material adverse effect on its capacity to perform its obligations under this Agreement or any of the other documents referred to in this Agreement to which it is a party.

ii) The Service Provider hereby represents and warrants to the IPPB that it shall not violate any proprietary and/ or intellectual property rights of any third party, including without limitation, confidential relationships, patents, trade secrets, copyright and/or any other proprietary rights.

iii) The Employees of the Service Provider shall continue to be the Employees of the Service Provider and work under its discretion and shall not claim any employment from the IPPB by the virtue of providing the services, irrespective of the location of their work.

iv) At no time during the term of the agreement, employees of Service Provider will be treated as employees of the IPPB. The payment of salary, benefits and all related taxes for the employees of the Service Provider will be the sole responsibility of the Service Provider.

v) The Service Provider agrees, represents and warrants that no officer of the IPPB, director, employee or immediate family member thereof has received or will receive anything of value of any kind from the Service Provider or its officers, directors, employees or agents in connection with this Agreement; and that none of them has a business relationship of any kind with the Service Provider, it's Personnel or any of its other officers.

The express warranties granted above are in addition to all other warranties, whether express or implied. The Service Provider warrants and represents to the IPPB in relation to this Agreement, that:

i.   It has the full legal right, capacity and authority to enter into this Agreement, to perform its obligations hereunder and this Agreement constitutes a legal, valid and binding obligation on the Service Provider. The Service Provider has the power and authority to execute and deliver the terms and provisions of this Agreement and has taken all necessary action to authorise the execution and delivery by it of this Agreement and the transactions contemplated hereby.

ii.  This Agreement is executed by a duly authorised representative of Service Provider.

iii. The Service Provider shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the conditions stated in this Agreement.

iv.  The execution, delivery and performance by the Service Provider of this Agreement and the compliance by it with the terms and provisions hereof do not and will not: -

a) Contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court, governmental instrumentality or Governmental Authority to which it is subject; or

b) Conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Security Interest upon any of its property or assets pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other agreement, contract or instrument to which it is a party or by which it or any of its property or assets is bound or to which it may be subject; or

c) Violate any provision of its memorandum and articles of association or any other similar constitutional documents.

v. There are no claims, investigations or proceedings before any court, tribunal, governmental body or Governmental Authority in progress or pending against or relating to the Service Provider, which could reasonably be expected to:

a) Enjoin, restrict or prohibit the transactions as contemplated by this Agreement; or

b) Prevent the Service Provider from fulfilling its obligations set out in this Agreement or arising from this Agreement or adversely affecting the validity or enforceability of this Agreement.

vi. There is no existing ground on which any such claim, investigation or proceeding might be commenced with any reasonable likelihood of success.

vii. The service provider undertakes to comply with all regulations/guidelines/directions issued by IPPB or the Reserve Bank of India (RBI), issued from time to time, in relation to the services performed under this agreement.

viii. The service provider undertakes to co-operate with the relevant authorities in case of insolvency/ resolution of IPPB.

ix. The Service Provider undertakes to provide details of data (related to IPPB and its customers) captured, processed and stored, under this agreement.

x. The Service Provider understands that resources of service provider who provide core services are considered as "essential personnel" and the Service Provider undertakes to provide staff necessary to operate critical functions can work on-site during exigencies (including pandemic situations) as desired by IPPB;

xi. The Service Provider shall not do or omit to do or cause or allow to be done or omitted to be done any act or thing which would result (or be likely to result) in a breach of this Agreement.

xii. This Agreement constitutes a valid and binding obligation of Service Provider enforceable against it in accordance with its terms.

xiii. No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the IPPB in connection therewith.

xiv.    The Service Provider undertakes to store all data pertaining to IPPB , within the territory of India as per regulatory requirement.

**b.**    **The Service Provider warrants and represents to the IPPB, that:**

i)    The Service Provider is experienced in managing and providing works similar to the Services and that it shall perform the Services with all due skill, care and diligence so as to comply with the conditions as stated in this Agreement.

ii)    The Services shall be provided and rendered by appropriately qualified, trained and experienced personnel.

iii)    The Service Provider has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the Services.

iv)    The Services will be supplied in conformance with all applicable laws, enactments, orders and regulations.

v)    In the event that such warranties cannot be enforced by the IPPB, the Service Provider will enforce such warranties on behalf of the IPPB and pass on to the IPPB, the benefit of the same and any other remedy received in relation to such warranties.

vi)    IPPB shall have the right to seek information from the service provider about the third parties  engaged by the Service Provider to provide services under this agreement.

vii)    IPPB reserves the right to recall data with Service Provider.

viii)    Service Providers agrees to take prior approvals for making changes in the application, if any.

ix)    The Service Provider undertakes to comply with Regulatory and Statutory guidelines and requirements at its site.

Notwithstanding what has been stated elsewhere in this Agreement, in the event the Service Provider is unable to meet the obligations pursuant to this Agreement, the IPPB will have the option to invoke the Performance Bank Guarantee.

### 14.    COMPLIANCE WITH LAWS:

i)    Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt, the obligations of the Parties to this Agreement are subject to their respective compliance with all applicable laws and regulations.

ii)    The Service Provider shall be responsible for ensuring that the Services comply with all applicable laws and regulations.

iii)    The Service Provider shall direct all enquiries from a Financial Regulator relating to this Agreement to the IPPB unless the enquiry is specifically addressed to the Service Provider by a Financial Regulator or otherwise agreed in writing by the parties.

iv) Where the Service Provider is responsible for dealing with any enquiry by a Financial Regulator, in accordance with this clause, it shall, unless contrary to the Financial Regulator's directions, as soon as practicable notify and consult fully with the IPPB regarding such matters as are relevant to this Agreement prior to responding to the enquiry.

v) Each Party shall provide to the other party all reasonable assistance in connection with any investigation by any Financial Regulator, the provision of any information relating to the Services reasonably requested by the other party or by the relevant Regulator which is in its possession or control, and shall use reasonable endeavours to ensure that its affiliates and agents do the same.

## 15. Vicarious Liability

The Service Provider shall be the principal employer of the employees, trainers, agents, contractors, subcontractors, etc., engaged by it and shall be vicariously liable for all the acts, deeds, matters or things, 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 Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, trainers, contractors, sub-contractors etc., of the Service Provider shall be paid by the Service Provider alone and the IPPB shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider's employees, agents, trainers, contractors, subcontractors etc. The Service Provider shall agree to hold the IPPB, 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 IPPB through the action of Service Provider 's employees, agents, trainers, contractors, subcontractors, etc.

## 16. INDEMNITIES AND OTHER PROVISIONS

A. The Service Provider (the "Indemnifying Party") undertakes to indemnify bank (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will indemnify the Indemnified Party, if the claim of infringement is caused by
  i. Indemnified Party's misuse or modification of the Service;
  ii. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
  iii. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;
  iv. Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or

  v. Information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (A) procure

the right for Indemnified Party to continue using it, (B) replace it with a non-infringing equivalent, (C) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

Further, Indemnifying Party will indemnify the Indemnified Party, if the loss to the indemnified party is caused by:

i.   an act or omission of the Service Provider, director/ authorized signatory, its agents, employees, or partners of the firm, proprietor etc. in the performance of the services provided by the Service Provider,

ii.  breach of any of the terms of this Request for Proposal or breach of any representation or warranty by the Service Provider,

iii. use of the deliverables and or services provided by the Service Provider,

iv.  infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of the work herein Service Provider shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Service Provider's employees, agents or representatives.

The Service Provider shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property rights, and third-party claims on the Bank deliverables at all points of time.

B.  The indemnities set out in point A above shall be subject to the following conditions:

I.   the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

II.  the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;

III. if the Indemnifying Party does not assume full control over the defence of a claim as provided in this Clause, the Indemnified Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be recoverable from the Indemnifying Party;

IV.  the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party, provided that such consent shall not be unreasonably withheld;

v.   all settlements of claims subject to indemnification under this Clause will

A.  be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and

B.  include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

vi.  the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the

> Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
>
> vii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

## 17. INDEPENDENT SERVICE PROVIDER

This Agreement is on a principal-to-principal basis between the parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the IPPB or any subsidiary or affiliate thereof.

## 18. ASSIGNMENT:

The Service Provider shall not assign its obligations to perform under this Agreement to a third party, in whole or **in** part.

## 19. SUB-CONTRACTORS

Sub-contracting is not allowed in this contract.

## 20. Arrangement between Service Provider & OEM

The service provider shall have back-to-back arrangement with the OEM for fulfilling the obligations under this agreement.

## 21. INSPECTION AND RIGHT TO AUDIT

i) The Service Provider shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the IPPB, to the authorized personnel of the IPPB / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to IPPB and to obtain the copy of the any audit or review reports and findings made about the service provider in conjunction with the services performed under this agreement.

ii) All the clauses specified under this clauses 21 shall be applicable and extended to any entity to which the Service Provider has outsourced or sub-contracted. It shall be the responsibility of the Service Provider to ensure unrestricted access to the authorities/officials as mentioned above to the places where such services are outsourced, for inspection and verification. In accessing Service Provider's premises, the IPPB shall however comply with any and all rules, regulations, policies and procedures relating to the access, entry, safety and security of Service Provider's premises, subject to acceptance by the IPPB and a copy of the rules & regulations be provided to the IPPB prior to visit. In addition, the IPPB shall keep confidential any information in the possession or custody of Service Provider and shall not disturb or prevent Service Provider's performance of activity.

iii) The Service Provider shall allow IPPB, Reserve Bank of India & other regulators and statutory authorities to access the documents, records of transaction or any other information given to, stored or processed by the Service Provider relating to this agreement, within a reasonable time

failing which Service Provider will be liable to pay any charges/ penalty levied by RBI. The Service Provider shall allow the Reserve Bank of India to conduct audits or inspection of its Books and account with regard to this agreement by one or more of RBI officers or employees or other persons duly authorized by RBI.

## 22. Statutory/ Legal Compliances

The Service Provider agrees, undertakes and confirms absolutely, irrevocably, unconditionally that the entire obligation with regard to: (i) Payment of minimum wages; (ii) Payment of bonus; (iii) Payment of gratuity; and (iv) Any other statuary remittances, which may be applicable from time to time to the resources engaged by the Service Provider shall be principally with the Service Provider and the Service Provider shall also be liable for payment to the resources engaged by him/them any revision in aforesaid laws affected by appropriate Government and liability and duty of the Bank shall be limited only to the extent of reimbursement of the bills properly raised and not otherwise. If any liability, obligation, burden, claim or cost are suffered or incurred by IPPB on account of breach by the Service Provider of the provisions of this clause, the Service Provider shall forthwith reimburse the same to the Bank without any demur or protest whatsoever.

The Service Provider hereby indemnifies IPPB against any harm or cost or claim incurred or suffered by the Bank due to breach of the Service Provider in terms of the obligations herein. The Service Provider will furnish proof of compliance of all labour laws requirements including obtaining licenses, filing of monthly/ quarterly and annual returns and any other statutory requirement within 15 days from the due date and furnish calculations and proof of payments made to all Government/Statutory Authorities under PF, ESIC, Labour Welfare Fund Act, Payment of Bonus Act, Minimum Wages Act, Payment of Wages Act, etc., within 15 days of the statutory time limit allowed under the respective Acts.

Notwithstanding anything contained in this AGREEMENT or in any other documents

i)  Under no circumstances shall IPPB be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Agreement, even if IPPB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business;

ii)  IPPB shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Service Provider or its Personnel or any other person engaged by the Service Provider in the course of performance of the Service Provider's obligations under this AGREEMENT

## 23. Taxes

The Service Provider, its directors and employees shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, State and / or central laws, rules and / or regulations as may be prevalent and as amended from time to time in relation to the Services rendered pursuant to this AGREEMENT.

Notwithstanding anything contained in this AGREEMENT, the Bank shall not be liable nor responsible for collection and/ or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by the Service Provider under the local, State and / or central laws, rules and / or regulations as may be prevalent and as amended from time to time.

## 24. Miscellaneous

A. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services are valid during the entire period of the contract; failing to which shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider on demand.

B. he Bank shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Bank in case of any emergencies.

C. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against IPPB.

## 25. Penalties

The penalties shall be as per Schedule-A to this agreement.

## 26. PROPRIETARY RIGHTS:

i) All deliverables and the intellectual property rights (whether registered or not) relating to the said services provided under this Agreement shall be the proprietary of IPPB and shall be subject to the confidentiality provisions of this Agreement.

ii) This Agreement shall in no way be construed to grant any right, license or authorization nor shall it any way be deemed to create any interests, charge or lien in favour of the IPPB to use the computer programs, software, and/ or related documentation used or supplied by Service Provider for any purpose except as permitted in this Agreement.

iii) The IPPB master file as well as the transaction data file and related files, reports, studies supplied by the IPPB under this Agreement are subject to the proprietary rights of the IPPB, as well as the Confidentiality provision of this Agreement.

## 27. SUCCESSORS:

This Agreement binds the executors, administrators, successors and permitted assigns of the Service Provider with respect to all covenants herein.

## 28. NON-EXCLUSIVE AGREEMENT:

This Agreement is on non-exclusive basis and the Service Provider shall not have any exclusive right to provide the Services to the IPPB. The IPPB shall be free to engage any other Service Provider/s or may entrust services similar to the Services or any part thereof to any person/s or company or firm etc.

## 29. Relationship of the Parties:

This Agreement, which is a Contract for Service, shall not constitute the appointment of either Party as the legal representative or agent of the other Party. No Party to this Agreement shall have any

right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party to this Agreement except as may be specifically provided in this Agreement, neither party shall assume or be responsible for any liability or obligation that arises from any act or omission to act of, the other party however or whenever arising.

## 30. Termination of Contract and Exit Management

- IPPB shall have the option to terminate this agreement any time or at any stage in the scenarios listed below.
    o Non delivery of services by the service provider
    o Service levels committed not met with by the service provider subsequently and in continuation for a period of 3 consecutive instances (quarters, months, weeks or days as applicable*).
    o Breach of data amounting to financial loss, penalties levied on bank by regulator due to gross negligence of the staff of the service provider, their subsidiaries, lack of security standards.
- Bank shall also have the option to terminate any subsequent agreement, in whole or in part by giving selected service provider at least 90 days' notice in writing.
- It is clarified that the selected service provider and the bank shall not terminate this Agreement for convenience.
- The Bank will also be entitled to terminate any subsequent agreement, if the selected service provider breaches any of its obligations set forth in this agreement or RFP and such breach is not cured within sixty (60) Days after Bank gives written notice OR -
- OR If such breach is not of the type that could be cured within thirty (30) Days.
- Further, the Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank in the event of any of the defaults occurred and the same is not rectified within 30 days from the date of receipt of intimation from the Bank with respect of occurrence of such default in case of:
    1. The selected service provider commits a breach of any of the terms and conditions of RFP/contract.
    2. Supply of substandard material/services or delay in implementation beyond 90 days from originally stated timelines as per terms of RFP.
    3. If deductions on account of penalty exceeds more than 3 times in a quarter.
- In the event of termination, the selected service provider shall co-operate for the same (including providing all information and knowhow required for migration of the services) on mutually agreed terms and commercials.
- The Bank reserves the right to recover any dues payable by the selected service provider from any amount outstanding to the credit of the selected service provider, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order by providing justification acceptable to both parties.
- The service provider agree and undertake that an exit by the selected bidder at any point in time resulting due to termination of this agreement for any reason whatsoever would be a time-consuming process over a period and only after completion of the service provider's obligations under a reverse transition mechanism. During this period of Transition limited to _____ days, the service provider shall continue to provide the Deliverables and the Services in accordance with this Agreement and shall maintain the agreed Service levels.

The reverse transition services to be provided by the service provider shall include the

following:

i.   The service provider shall suitably and adequately train IPPB or its designated team for fully and effectively managing, operating the Services.

ii.   service provider shall provide adequate documentation thereof.

iii.   The service provider shall jointly manage the support with IPPB or designated team for a reasonable period of time

iv.   Knowledge Transfer: The service provider shall provide such necessary information, documentation to IPPB or its designee, for the effective management and maintenance of the Deliverables under this agreement.

v.   Service provider shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services.

vi.   The service provider shall return confidential information and will sign off and acknowledge the return of such confidential information.

vii.   The rates for availing services during reverse transition period would be the same as payable during the contract period for the respective services as contained and provided in this agreement.

IPPB may terminate this agreement, at its own discretion, on convenience, without assigning any reasons by providing a prior notice of _____ (_____)days.

## 31.   BLACKLISTING OR DEBARMENT

If the Service Provider fails to perform the obligations as per this agreement and the RFP or his/her performance is found to be unsatisfactory by the Bank (India Post Payments Bank Ltd.), the Bank may at its sole discretion blacklist or debar the service provider, as decided by the Bank, by not being allowed to quote for two subsequent tender for same services or two years for all tenders by IPPB, whichever is earlier.

This is over and above the provisions defined else where in tender for forfeiting the PBG and other consequences of termination as applicable as per tender terms and conditions.

## 32.   MATERIAL BREACH

In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a Fifteen (15) days' notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the IPPB or the Service Provider, as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, and the termination will become effective.

## 33.   EFFECTS OF TERMINATION

In the event that the IPPB terminates this Agreement pursuant to failure on the part of the Service Provider to comply with the conditions as contained in this agreement and depending on the event of default, Performance Guarantee furnished by Service Provider shall be invoked/forfeited.

## 34.   Termination due to bankruptcy of Service Provider, if Service Provider files for declaration of bankruptcy before the appropriate forum.

The IPPB may serve written notice on the Service Provider at any time to terminate this Agreement with immediate effect in the event that the Service Provider reporting an apprehension of bankruptcy to the IPPB or its nominated agencies.

## 35. LIQUIDATED DAMAGES(LD)

If the Service Provider fails to comply with the terms of this agreement, IPPB shall, without prejudice to its other remedies available to it, deduct from the Performance Bank Guarantee or any payments due to the Service Provider, as agreed estimated liquidated damages, a sum up to a maximum deduction of 10% (ten percent) of the contract value. The LD shall be levied in the following manner:

a. For any incident/default not covered under the Service Level Default under the SLA clause, the Buyer will be entitled to deduct/recover the Liquidated Damages, @ 1% of the product cost + implementation cost of that particular item per week as pre-estimated damages not exceeding 10% of the product cost + implementation cost without any controversy/dispute of any sort whatsoever.

b. The LD shall be levied on the product cost + implementation cost of item which is defaulted.

In the event of deduction of 10% of the total value of the product cost + implementation cost of the contract value under this agreement. The IPPB reserves the right to terminate -the contract and forfeit the PBG. The payment or deduction of such Liquidated Damages shall not relieve the Service Provider from his obligations to complete its obligations under this Agreement.

The parties agree that the Liquidated Damages set out are genuine pre- estimate of costs and losses likely to be incurred by IPPB due to a failure to comply with the terms of the agreement.

## 36. Fraud by Service Providers Personnel

The IPPB reserves its right to initiate criminal action against the agents/ employees of the Service Provider for fraud or misappropriation, besides stringent penalties Under the applicable laws, the IPPB may call for termination of this Agreement if the IPPB, in its sole discretion finds it necessary to do so. The Service Provider agrees that any decision of the IPPB in this respect shall be final and binding on the Service Provider.

## 37. Disaster Recovery & Business Continuity Plan (DR & BCP) Requirements

The Service Provider should have proper standards & business continuity plan with required disaster recovery in place to achieve the stipulated uptime & achieve the required SLA's.

The proposed BCP plan needs to be shared by the Service Provider. It must include the strategy of City denial, country denial and people unavailability.

Regular testing of the Business Continuity to be done by service provider and the report of the same to be shared with IPPB.

## 38. Force Majeure

Neither party shall bear responsibility for the complete or partial non-performance of any of its change control obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other

circumstances beyond the parties control that have arisen after the conclusion of the present contract.

### 39. Intellectual Property Rights

The name, logo, design of the Payment is solely the property of the IPPB and in no case the Service Provider shall use the same, except for the purposes mentioned under this agreement and exclusively for the IPPB only.

### 40. Confidentiality

"Confidential Information" shall mean and includes, without limitation, any and all information, data(including but not limited to customer data/information of IPPB), knowledge, and know-how, whether pertaining to commercial, technical, scientific, operational, administrative, financial, marketing or business affairs, or intellectual property, or otherwise (in whatever form and however communicated) relating, directly or indirectly, to the Provider, which the Provider or its employees, directors, officers, agents, consultants etc., would have disclosed or delivered prior to the date of this Agreement, or is disclosed or delivered after the date of this Agreement, to the Recipient or to any third party on the request of the Recipient, in writing, electronically, verbally, or through visual means, either with the disclaimer of confidentiality or not, or which the Recipient (or such third party) learns, obtains or derives, orally, through observation or through analysis, interpretations, compilations, studies, or evaluations of such information, data, knowledge, or know-how; for clarity, the information, data, knowledge, and know-how includes, without limitation, those in the nature of, or pertaining to, business plans, marketing and financial plans, strategy, projections, policy details, client details, various products, details regarding pricing, technical know-how etc. in respect of such products, and also the documents, registers, books, photographs, notes, renderings, journals, notebooks, computer programs, computer readable video, audio or sound files, and samples relating thereto;;

i) The Service Provider recognises that during the Term of this Agreement, data, documents and/or information, including but not limited to Proprietary Information ("Confidential Information") will be procured and made available to it. Disclosure or usage of the data by any such recipient may constitute a breach of applicable Laws causing harm to the concerned customers of the IPPB. The Service Provider hereby convents to, not disclose any such Confidential Information to any Third Party and demonstrate utmost care, sensitivity and strict confidentiality with regard to any such Confidential Information. Any breach of this Clause will result in the IPPB and its nominees receiving a right to seek injunctive relief and damages without any limit, from the and/or also seek termination, in its sole discretion.

ii) Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement ("Discloser") to the other Party to this Agreement ("Recipient"):

a) To take such steps necessary to protect the Discloser's Confidential Information from unauthorised use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care.

b) To use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing.

c) Not, without the Discloser's prior written consent, to copy the Confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required about Recipient's use as permitted under this Clause, or as needed for the purposes of this Agreement, provided that any proprietary legends and notices (whether of the Discloser or of a Third Party) are not removed or obscured.

d) Not, without the Discloser's prior written consent, to disclose, transfer, publish or communicate the Confidential Information in any manner to any person except as permitted under this Agreement.

e) Promptly destroy all Confidential Information in its possession, to the satisfaction of the Discloser, upon fulfilment of its obligations under this Agreement.

iii) The restrictions of this clause shall not apply to Confidential Information that:

a) is or becomes generally available to the any Third Party through no breach of this Clause by the Recipient;

b) was in the Recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder, provided the same has been rightfully obtained;

c) is developed by the Recipient independently of any of Discloser's Confidential Information;

d) is rightfully obtained by the Recipient from Third Parties authorised at that time to make such disclosure without restriction;

e) is identified in writing by the Discloser as no longer proprietary or confidential;

f) is required to be disclosed by Law, regulation or order of a court or any other regulatory authority in India or to be furnished to the Parliament and/or its Committees, provided that the Recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

iv) To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information, with the prior written consent of the other Party, which shall not be unreasonably withheld, to:

a. its employees, agents and independent contractors and to any of its Affiliates and their respective independent contractors or employees but all of them should in turn be bound to maintain the confidentiality referred to herein on their part; and

b. its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Clause and in respect of whom the relevant Party has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose Confidential Information to any entity with the other Party's prior written consent.

v) The provisions of this clause 40 shall survive the expiration or any earlier termination of this Agreement.

vi) Confidential Information shall be and remain the property of the Discloser and nothing in this clause shall be construed to grant either Party any right or license with respect to the other Party's Confidential Information otherwise than as is expressly set out in this Agreement.

vii) Subject as otherwise expressly provided in this Agreement all Confidential Information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Discloser, or, (ii) termination or expiry of this Agreement.

viii) Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this Clause by the other Party and that the IPPB and Service Provider, as appropriate, shall be entitled to equitable relief, including injunction and specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this Clause, but shall be in addition to all other remedies available at Law or equity to the damaged Party.

## 41. Personnel

i) Personnel assigned by the Service Provider to perform the Services shall be employees/sub-contractors/consultants of the Service Provider, and under no circumstances will such personnel be considered employees of IPPB. The Service Provider shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and other applicable taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all IPPB obligations under all applicable laws.

ii) Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

## 42. Change in constitution

Prior intimation to IPPB shall be required by the Service Provider for any change in the Partner or its constitution.

## 43. Limitation of Liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Service Provider to IPPB, whether under the contract, in tort or otherwise, shall be limited to the total Contract Price. Provided that this limitation shall not apply to any obligation of the Service Provider, to indemnify the Bank under clause 16 or due to breach of Intellectual Property Rights under clause 26 & 39 or breach of confidentiality obligations under clause 40 .

## 44. Performance Monitoring

The performance of the service provider shall be continuous monitored and assessed at a regular interval of half-yearly/yearly as per discretion of Bank.

In case of any deficiency in services by the service provider or non-adherence to the timelines as mentioned under this agreement , IPPB may provide a cure period of _60____ days to the service provider to improve its services or adhere to the timelines. In case, the there is no improvement on the part of Service Provider, then IPPB may terminate this agreement at its own discretion.

## 45. Transition Requirement

In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, IPPB may at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor/ service provider. In such case, IPPB shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a New Service Provider or New Vendor completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by IPPB, at no extra cost to IPPB, for ensuring smooth switch over and continuity of services. If existing Service Provider breaches this obligation under clause 45, it shall be liable for paying a penalty of Rs._____on demand to IPPB,

which may be settled from the payment of invoices for the contracted period or by forfeiture of Performance Bank Guarantee.

## 46. Notices

i) Any notice or other document, which may be given by either Party under this Agreement to the other Party ("Notice"), shall be given in writing in person or by registered post or by facsimile transmission.

ii) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address set forth below-

**If to IPPB;**

**Name:………………………**
**Designation: ………………………**
**India Post Payments Bank Ltd., Corporate Office, 2nd Floor,Speed Post Centre, Market Road, Bhai Veer Singh Marg, New Delhi-110001**
**Telephone no.-_____,**
**E-Mail ID: …………………………**

**If to Service Provider;**

**Name:………………………**
**Designation: ………………………**
**Address:……………………………………**
**Telephone: ………………………………..**
**Fax: ………………………………………..**
**Email Id: ………………………………**

iii) Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 10.00 am and 5.00 pm on a working day at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter), or through e-mail with due acknowledgement of its receipt.

iv) Either Party to this Agreement may change its representative, address, telephone number, facsimile number and nominated email for notification purposes by giving the other Party reasonable prior written notice of the new information and its effective date.

## 47. ENTIRE AGREEMENT

This Agreement along with Schedules constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

## 48. Order Cancellation

IPPB reserves its right to cancel the order (fully or partially) in the event of work not done per the mutually agreed terms & conditions. In addition to the cancellation of the purchase order, the

IPPB also reserves the right to appropriate the damages from the performance bank guarantee (PBG) given by the Service Provider and/or foreclose the bank guarantee for damages / losses incurred by IPPB. The Service Provider shall continue to fulfil the contract to the extent not terminated.

### 49. COSTS

Each of the parties shall pay its own legal, accountancy and other costs and expenses incurred in relation to the negotiation, preparation and execution of this Agreement.

### 50. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The English language text of this Agreement shall prevail over any translation thereof.

### 51. VARIATIONS AND FURTHER ASSURANCE

i) No amendment, variation or other change to this Agreement shall be valid unless made in writing and signed by the duly authorised representatives of the Parties to this Agreement.

ii) Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

### 52. SEVERABILITY AND WAIVER

i) No waiver of any provision of this Agreement or consent to any departure from it by any party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges

ii) Failure or delays on the part of any party in exercising any right, power or privilege under this Agreement and no course of dealing between the Parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, power and privilege hereunder. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies, which the parties would otherwise have. No notice to or further notice or demand in similar or other circumstances or constitute a waiver of the rights of any of the other parties to any other or further action in any circumstances without notice or demand.

iii) If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement and the remainder of the provisions in question which shall remain in full force and effect.

iv) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or

enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision. No waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both the parties.

### 53. SURVIVAL

Cancellation, expiration or earlier termination of the Agreement (i) shall not relieve any Party of any obligations here under which expressly or by implication survive termination hereof; and (ii) except as otherwise provided in any provision of the Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for (a) loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination; and (b) warranties, remedies, promises of indemnity and confidentiality.

### 54. PUBLICITY AND BRANDING

i) The Service Provider shall not, without the prior written consent of the IPPB, which shall not be unreasonably withheld or delayed, make any press announcements or publicise this Agreement or any other contract with the IPPB or their respective contents or the business practices of the Parties in any way; or use the IPPB name or brand in any promotion or marketing or announcement of orders.

ii) Each party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other party and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

### 55. Price Fall Clause

The Service Provider undertakes that it has not supplied/is not supplying same or similar services/ items/ systems or subsystems at a price lower than that offered in this agreement in respect of any other Ministry/ Department of the Government of India or any PSU or any Public Sector Bank during the currency of the contract and if it is found at any stage that same or similar services/ items/ products/ Systems or Subsystems were supplied by the Service Provider to any other Ministry /Department of the Government of India or any PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Service Provider to IPPB, even if the contract has already been concluded.

### 56. Precedence of Documents

If there is any inconsistency between the terms of this agreement & the RFP then, the terms of the RFP will prevail to the extent of any inconsistency.

### 57. Resolution of disputes and arbitration

IPPB and the Service Provider shall make every effort to resolve any disagreement or dispute amicably, arising in connection with this agreement, by direct and informal negotiation between the designated officer of the bank and designated representative of the Service Provider. If designated officer of the bank and

representative of Service Provider are unable to resolve the dispute within a reasonable period as deemed fit by the Bank, they shall immediately escalate the dispute to the senior authorized personnel designated by IPPB and Service Provider respectively. If the parties fail to resolve the dispute within 21 (Twenty-One) days after the commencement of such negotiations, then:

A. Refer the dispute for arbitration, whereby one Arbitrator each shall be appointed by each party and the third Arbitrator (Umpire) shall be appointed by mutual consent of both arbitrators. This third Arbitrator shall preside over the Arbitration proceedings.
B. Within thirty (30) days of the receipt of the said notice, the arbitrators shall be appointed in writing.
C. The Arbitrators shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
D. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
E. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the arbitrator.
F. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

## 58. Applicable law and jurisdiction of court

This agreement shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

## 59. PREVENTION OF CORRUPTION

i) The Service Provider shall not:

I. offer or agree to give any person working for or engaged by the IPPB any gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to this Agreement, or any other agreement between the Service Provider and the IPPB or any Governmental Authority; nor

II. enter into this Agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the IPPB or any other Governmental Authority by or for the Service Provider, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the IPPB before execution of this Agreement.

ii) If the Service Provider (including any employee, Partner, or agent, in all cases whether or not acting with the Service Provider's knowledge) breaches the above provisions of Clause 59(i) ,I & II and/or the Prevention of Corruption Act, 1988 in relation to this Agreement or any other contract with the IPPB, the IPPB may terminate this Agreement by written notice with immediate effect.

iii) Any termination under the above clause 59 (i) & (ii) shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the IPPB.

Notwithstanding, what has been stated above, for the purpose of interpretation of the responsibilities of the Service Provider under this Agreement, all the terms & conditions of this agreement shall prevail and shall be binding upon the Service Provider.

**IN WITNESS WHEREOF** the Parties have by duly authorised representatives set their respective hands and seal on the date first above written in the presence of:

**IPPB**                                                                         **SERVICE PROVIDER**
**Signed**                                                                      **Signed**
**For and on behalf of the**                                        **For and on behalf of the**
**India Post Payments Bank Limited**
**……………………………………**

**By:(signature)_**                                               **By: (signature)**

**(Name & Designation)_**                                   **(Name & Designation)_**

**WITNESSES:**

    **1.**

    **(Name, Designation, Organisation, and Signature)**

    **2.**

    **(Name, Designation, Organisation, and Signature)**

### 3.21 Annexure XX – Malicious Code Certificate

CERTIFICATE: MALICIOUS CODE

(To be rendered on the Company Letter head)

(a) This is to certify that the Hardware / Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:

(i) Inhibit the desires and designed function of the equipment.

(ii) Cause physical damage to the user or equipment during the exploitation.

(iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

(Signed)

Designation/Name/Address of Bidder

Date:

Place:

### 3.22 Annexure XXI – Bid Security Declaration

(To be submitted on Bidder Letter Head)

Date:

To,
The MD & CEO,
India Post Payments Bank,
Speed Post Centre, Bhai Vir Singh Marg
New Delhi 110 001

**Sub** : Bid Security Declaration - regarding.

**Ref** : Tender document No. _____ _____ _____dated _____

We, the undersigned declare that:

We know that the bid should be supported by a Bid Security Declaration in accordance with your conditions.

We accept to automatically be suspended from being eligible for bidding in any contract in India Post Payments Banks for a period as decided by bank from the date of opening of Bid if we are in breach of our obligation(s) under the bid conditions, because we:

After having been notified of the acceptance of our bid by the Contracting Authority within the period of bid validity:

1. We failed or refused to furnish a Performance Security in accordance with the Condition of the Tender Document of Tender No.___ _____
   **OR**
2. We failed or refused to sign the contract.

We know that this Bid-Securing Declaration will expire, if contract is not awarded to us, upon:

1. Our receipt of your notification to us of the name of the successful bidder or

2. Thirty days after the expiration of our Bid or any extension to it

Dated this _____ day of_____

For and on behalf of M/s._____

Address:

Name & Signature

In the capacity of (Duly Authorized to Sign the Bid)

Seal of the company

## 3.23 Annexure XXII – Technical Compliance Sheet

The vendor must score a minimum of 80% in Technical Specifications compliance. Technical scoring will be evaluated on following criteria as part of technical evaluation –

| Feature Status | Short form | Remarks |
|---|---|---|
| Readily Available | RA | The feature is already supported and included in the Solution *(2 Marks shall be allotted)* |
| Customization | CU | Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. *(1 Mark shall be allotted)* |

**Bidder has to comply with the technical Specifications mentioned in this annexure irrespective of the Golden Parameters mentioned on the GEM Portal. The evaluation will be carried out with respect to the parameters as mentioned under this technical compliance sheet.**

**Please Note -** During technical evaluation, Bank may seek Presentation/demonstration/white paper/relevant documents of the proposed application if required on the specifications given below.

| A | Server and Application Monitoring | |
|---|---|---|
| | **Technical Capabilities:** | **Marks (RA/CU)** |
| 1. | The proposed solution must support a multi-tier deployment architecture for scalability requirements. | |
| 2. | Solution should have options for ensuring high availability of application with or without use of failover software or hardware. | |
| 3. | The proposed monitoring solution should support integration with Active Directory along with functionality to create application specific users with role-based access control list. | |
| 4. | The proposed monitoring solution should provide secure and encrypted data transfer from and to data collectors through SSL enabled tunnel which should be configurable from centralized management console. | |
| 5. | The proposed solution should be capable to provide hybrid monitoring architecture through support of both agent-based monitoring and agentless monitoring approach. | |
| 6. | Solution should support multiple deployment options like Centralized deployment and Distributed deployment with centralized operations console view, alert acknowledgement and reporting interface. | |
| 7. | Solution should be able to accommodate growth in Bank's Infrastructure through addition of new instances or nodes. | |
| 8. | Proposed should allow information from multiple instances of application to be consolidated into a single view. | |
| 9. | Proposed solution should support integration with modules serving other monitoring purposes and provide a single-pane-of-glass view for multiple monitoring modules. | |
| 10. | The proposed monitoring solution should have capability to configure actions-based rules for set of pre-defined alarms/alerts enabling automation of set tasks e.g., initiating a script. | |
| 11. | The proposed Solution should support distributed/remote monitoring by installing additional management servers / Hubs / collectors at remote locations without any additional licensing overhead or charges for them | |

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| | and should possess capability to store data during any connectivity outage for pre-defined time interval. | |
| 12. | The proposed module must allow defining roles or groups for user management. Roles should be customizable and pre-defined in system. | |
| 13. | The Proposed solution option to enables system administrators to automatically discover, group, and monitor devices in their environment. It should enable the default monitoring for these automatically grouped devices using the solutions port let and the monitoring settings templates | |
| 14. | Solution should support polling of dependencies and creation of maps to monitor incoming network connections for a managed server | |
| 15. | Solution should be able to manage SSL certificate and expiration monitoring of the certificates. | |
| **Alerts Capabilities** | | |
| 1. | Solution should be able to manage and display events or alerts in the web console or Dashboard view | |
| 2. | Proposed solution should allow creation of new alerts from scratch and also customizable threshold limits as per requirement of the Banks | |
| 3. | Solution should support automatic assignment of alerts to appropriate stake holders for processing and completion | |
| 4. | Solution should support various actions that can be taken in response to an event or alert, including but not limited to sending out emails, forwarding SNMP traps, running executables or scripts, sending SMS text alerts, playing sound etc. | |
| 5. | Proposed solution shall support alerts and events storage into database, so that same could be retrieved at a later time if required by the Bank | |
| 6. | Solution should support escalation of alerts as pre-defined Escalation Matrix in case any alert or event is not acknowledged within stipulated time. | |
| 7. | Solution should support for alert suppression features during scheduled downtime, to avoid unnecessary alerts during the activity. | |
| **Dashboard And Reporting Capabilities** | | |
| 1. | The proposed solution should provide web-based reporting interface with reports and functionality to define, customize and schedule analysis reports. | |
| 2. | The proposed monitoring solution should provide current and historical out-of-the-box reports for various statistics being monitored by the solution | |
| 3. | Solution should be able to generate or create reports for fetching current and historical report via the web console | |
| 4. | Solution should allow advanced customization by providing options to enter custom queries to extract data from database directly. | |
| 5. | Proposed solution should support option to export reports in multiple formats viz. PDF, HTML, CSV, XLSX etc. | |
| 6. | Proposed solution should support scheduling of reports and automatic scheduled delivery of reports to appropriate stake holders at various pre-defined intervals viz. daily, weekly, monthly or any other as per requirement of the Bank | |
| 7. | Solution shall support Creation of Customized dashboards as per requirement of Bank | |
| 8. | Solution must support integration with other Monitoring Solution for detailed and unified analytics | |
| **Monitoring Capabilities** | | |
| 1. | The proposed solution should be able to monitor Physical or virtual instances of Servers running on various Operating system platforms including but not limited to Solaris, AIX, RHEL, Windows or any other industry leading operating systems | |

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| 2. | Proposed solution should be able to monitor various metrics of the server including but not limited to Server Status, Availability, CPU, Memory, Processes, File system or Disk utilization, Network Interfaces, Response time etc | |
| 3. | Proposed solution should be capable of monitoring CPU usage to determine if the CPU are being utilized to full capacity of are they being under utilized | |
| 4. | The proposed solution must enable configuring a dynamic threshold setting for metrics being monitored with reference to absolute value, percentage or deviation from baseline | |
| 5. | Solution shall support proactive monitoring of parameters for critical hardware like health of processor, physical drives, power supply, CPU fan etc. | |
| 6. | Solution should support monitoring of voltage and temperature for servers to prevent any potential cause of system failure. | |
| 7. | Proposed solution shall support monitoring of processes running in the system to notify when any particular process fails | |
| 8. | Solution should support monitoring health status of critical web resources including WebSphere, JBOSS, J2EE Application servers and Web servers | |
| 9. | Proposed solution should be nonintrusive to applications and should not have hamper the application performance | |
| 10. | Proposed solution must support monitoring of message queue through softwares such as WebSphere, MQ and any other webMethods etc. | |
| 11. | Proposed solution should support monitoring of various hardware and software load balancers from various industry leading OEMs. | |
| 12. | Solution should be capable of monitoring number of concurrent connections from users to load balancers for capacity management | |
| 13. | Solution should be capable of tracking various metrics for load balancers like number of requests, session creation rate, number of sessions declined, retry rate etc. | |
| 14. | Proposed solution should support application and web server monitoring to aggregate critical performance indexes to identify performance issues. | |
| 15. | Solution should support monitoring of number of incoming requests to application and webservers and support notification feature in case number of requests increase beyond threshold | |
| 16. | Solution must support configuration of alarms for different performance attributes like response time, queue length of application and web server to receive notifications of threshold violations through e-mail or/and SMS | |
| 17. | Solution must support viewing of historical data trends for various critical metrics like response time, health status, availability of application and web server as per requirement of the Bank | |
| 18. | Solution must support capacity forecasting by accounting in resource utilization trends for application and web servers. | |
| 19. | Solution must support generation of report through easy GUI for various critical attributes of web and application server in various formats like xls, pdf etc. | |
| 20. | Solution must support execution of custom scripts or executables in case any failure is observed on web and application servers | |
| **B** | **Virtualization Monitoring** | **Marks (RA/CU)** |
| 1. | The solution should support monitoring of all leading virtualization platform like VMware, AHV, HyperV, RHEL KVM etc. | |

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| 2. | The solution should support monitoring of virtualized environment through management interface like Vcenter, Prism Console, SCCM or through hypervisor like Esxi, AHV, RHEV etc. | |
| 3. | Solution should support capability to monitor events generated by the hypervisor to generate alarms and alerting functionality | |
| 4. | The solution should support capability to create monitoring templates and auto configure any newly detected virtual machines. | |
| 5. | The solution should support configuring an interface to view performance metrics pertaining to virtualization infrastructure | |
| 6. | Solution should support performance, availability, and health status monitoring for virtual and host machines | |
| 7. | The solution should provide capability to monitor the availability to Web API's of application like but not limited to Nutanix AHV and VMware Vsphere | |
| 8. | Solution should support features to identify how much of total servers resources is being used by each virtual machine, and which virtual machines are utilizing the maximum resources | |
| 9. | The proposed solution should be integrated with centralized monitoring tool to enable aggregation of alarms and alerts. | |
| 10. | The proposed solution should allow reporting through unified reporting console along with other infrastructure devices being monitored | |
| 11. | The proposed solution shall support Rest API's for extracting Host-Guest and Virtual network topology information within a hypervisor for integration with external database or orchestration platforms | |
| 12. | The solution must allow to proactively and efficiently monitor performance of IT infrastructure through a single view and back-end architecture | |
| 13. | The solution must support deeper and predictive insights on the applications and processes running on virtual platforms to rapidly find and resolve performance bottlenecks in the virtual environment | |
| 14. | Solution shall support generation of dashboards for displaying CPU, Memory, DISK IO, Network utilization for virtual machines | |
| 15. | Solution must be able to analyse historical data for better planning of capacity. | |
| 16. | The solution should be able to maintain historic data to generate analytic report as per Banks requirement | |
| **C** | **SAN Performance & Monitoring** | **Marks (RA/CU)** |
| 1. | Solution should support both agent and agentless discovery and performance monitoring of devices in the SAN fabric of the Bank | |
| 2. | Proposed solution shall support performance and capacity monitoring of NAS, SAN and object in a heterogeneous storage environment | |
| 3. | Proposed solution should be able to monitor storages from various industry leading OEMs like HP, Netapp, IBM storages etc. through SMI-S enabled interfaces and CLI. | |
| 4. | The proposed solution should be capable of monitoring in-depth metrics and performance data for all major supported storage platforms | |
| 5. | The proposed solution should support automatic discovery of storage configuration and apply appropriate monitoring template. | |
| 6. | The solution should be capable of maintaining historic data to generate analytic report as per requirement of the Bank | |
| 7. | Solution should support automated & proactive alerts before performance issues occurs | |

| 8. | Solution must support SAN reporting to understand performance of the storage devices and to identify poor performing LUNs, RAID groups, storage controllers, and disks across arrays etc. | |
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| 9. | Solution should be capable of monitoring latency, traffic, utilization, throughput, storage array capacity etc. | |
| 10. | Solution should support alert generation on hardware or software faults like fan failure, battery failure, power supply failure, drive failure etc. Solution should support reporting of SAN faults via Bank's email or SMS notification | |
| 11. | Solution should be capable of storage Forecasting based on past and recent usage trends | |
| 12. | Solution shall support generation of various reports viz storage summary, RAID Latency, growth Trend, RAID IOPS, RAID Capacity Utilization etc. | |
| 13. | Solution should be provided with ability to display an overview of the SAN health and performance on a single dashboard. | |
| 14. | Solution must be capable of monitoring fabric switches from various industry leading OEMs like Cisco, Brocade etc. | |
| 15. | Solution should be capable of capturing detailed asset information about the SAN switches like Fabric switch summary, switch port details, WW Interconnect Information, Zoning information etc. | |
| 16. | Solution should be capable of managing and monitoring SAN fabric switches to offer advanced insights for ease of operations and monitoring | |
| 17. | Solution should be capable of capturing configuration, capacity, and performance details for fabric switches and ports | |
| 18. | Solution should support visualization capabilities for displaying interconnected map of switches along with port and links details. | |
| 19. | Solution must support visualization of all switches in the SAN fabric | |
| 20. | Solution must support visualization of all fabrics, switches, and devices that are directly connected to the selected SAN switch in a drill down report | |
| 21. | Solution shall support visualization of all entities or hosts that are connected to the selected SAN switch port | |
| 22. | Solution shall support visualization of zone configuration for the SAN switches | |
| 23. | Solution support generation of alarms and alerts in case there is change in port status of the fabric switch | |
| 24. | Solution must be capable of monitoring critical performance statistics for the fabric switches like Rx Throughput, TX Throughput, Total Throughput, Rx traffic, TX traffic, Errors etc. | |
| **S. No.** | **Minimum Technical Requirement for IT Management Tools** | **Marks (RA/CU)** |
| **D** | **Network Monitoring** | |
| 1. | Proposed solution should support collection & maintenance of entire inventory of networking ecosystem. Proposed solution should be able to leverage auto-discovery wherever possible, however additional changes post discovery should get adjusted in the inventory without requirement of rediscovery | |
| 2. | Proposed solution must support extensive discovery mechanisms and must easily discover new devices using various mechanisms. It must also allow for inclusion and exclusion list of IP address or devices from such discovery mechanisms. | |
| 3. | Solution must support device redundancy discovery in case of virtual IP addresses have been employed for the network devices. | |
| 4. | Proposed solution should support visualization of complete network path from source to destination | |

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| 5. | Proposed solution should be able to detect addition of any new device in the network and must support retention of data/metrics such as serial no, last communicated date etc. for old devices which may have been removed from the Network | |
| 6. | Proposed solution must support various discovery features including but not limited to Load balancer discovery, Layer 2 discovery, TCP connect Discovery, IP address Discovery, IP network Discovery, Router Discovery, HTTP Discovery | |
| 7. | Proposed solution must provide a detailed asset report, organized by vendor name, device type, listing all ports for all devices. Inventory to include network devices, links, contracts, contacts, software, configuration, IP addresses/schemas etc., to provide visualisation, alerts/tickets, asset tracking, asset life cycle management, asset performance, contract performance, change management and its tracking | |
| 8. | Proposed solution should support monitoring of networking devices from all major industry leading OEMs | |
| 9. | Proposed solution should support Alert generation without any lags or time delay. | |
| 10. | Proposed solution should support generation of alarm in case any threshold is violated for Bandwidth utilization. It should support data retention for all past alarms for customizable time duration as per requirement of the Bank. | |
| 11. | Proposed solution should be able to clearly identify node or interface status changes in real time over LAN or WAN and should be able to generate alerts with defined parameters/criticality | |
| 12. | Proposed solution should detection of hardware faults and failures of the devices, interfaces or any other modules with real-time alerts | |
| 13. | Proposed solution should support creation of alerts on any pre-defined activities viz. user logins, configuration changes by any users. Etc. | |
| 14. | Proposed solution should support monitoring of traffic from Switches and Routers, WAN links, LAN Infrastructure, or any other available Network devices in Bank's network infrastructure | |
| 15. | Proposed Solution shall allow for adequately flexible and granular configuration of monitoring operation parameters. E.g. Polling frequency by device and classes/groups | |
| 16. | Proposed solution should support integration with existing e-mail and SMS gateway solutions to trigger and generate notifications and alerts to appropriate stakeholders. | |
| 17. | Proposed solution must support ability for generation of traps in case any messages are logged | |
| 18. | Proposed solution should support polling of devices at regular intervals in order to reflect real time or near real time status of network components and links. | |
| 19. | Proposed solution should support role based access and privileges | |
| 20. | Proposed solution should support deployment of device configurations and subsequent configuration changes for network devices | |
| 21. | Proposed solution should support detection of any changes in configuration including source of the mentioned change for all devices in the network. | |
| 22. | Proposed solution should actively measure and report network performance parameters viz. Bandwidth, latency, utilisation etc. for links, networks, devices etc. (by traffic generation if required.) | |
| 23. | Proposed solution should support non-disruptive deployment of patches, version upgrades without downtime of network devices | |

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| 24. | Proposed solution should support scheduling of different tasks including but not limited to configuration deployment, maintenance, version upgrade etc | |
| 25. | Proposed solution should have extensive support for APIs for integration and customization requirements | |
| **Alarm Correlation & Root Cause Analysis Capabilities** | | |
| 1. | Proposed solution should support threshold, correlation driven and synthetically calculated parameter-based anomaly detection & reporting | |
| 2. | Proposed solution should provide alarm correlation and facilitate reduction of total number of alarms displayed by means of intelligent alarm correlation, suppression and root cause analysis techniques built into the system. The system should help in reduction of mean response time by means of advanced event correlation, filtering and root cause analysis. | |
| 3. | Proposed solution must have the ability to apply severity to alerts and notifications as per pre-defined rules required by the Bank. | |
| 4. | Proposed solution should support flexible filtering rules to allow Bank to filter the alarms based on category, severity, elements, duration, by user, by views, by geography or by department etc. | |
| 5. | Proposed solution should support addition of description for the alerts and notification. | |
| 6. | Proposed solution should provide out of the box root cause analysis with multiple root cause algorithms inbuilt for root cause analysis. | |
| 7. | Proposed solution should be able to clearly identify any configuration changes which may have been root cause of network problems | |
| 8. | Proposed solution should support mapping of alarms to the live topological view and real time updates to topology based on alarm occurrences. | |
| 9. | Proposed solution should support storing of historical Reporting of alarms for reporting requirements. | |
| 10. | Proposed solution shall support conversion of Critical Alarms into Incidents for auto ticketing with the proposed Ticketing tool. | |
| 11. | Proposed solution should support triggering various automated actions viz. execution of scripts or batch files based on incoming events / traps. | |
| 12. | Proposed solution should be able to send e-mail or Mobile SMS to pre-defined users for pre- defined faults and alerts. | |
| **Network Fault and Performance Management** | | |
| 1. | Proposed solution should be able to collect Key performance measurements and statistics (CPU, Memory, availability, reachability, packet loss, latency etc.) from all network domains and store it. This data is to be used for evaluation of performance of the end-to-end network infrastructure/ services. | |
| 2. | Proposed solution should have a graphical topological display of all discovered network devices in real time. It should be capable of automatically building and presenting visual network maps of physical infrastructure and show their capability/health/operational states | |
| 3. | Proposed solution should support integrated Fault, Performance, and Configuration Management features from a single solution. | |
| 4. | Proposed solution should show live interface connections between discovered network devices and must be able to do mapping of LAN and WAN connectivity with granular visibility up to individual port levels | |
| 5. | Proposed solution should proactively analyse problems to improve network performance. | |
| 6. | Proposed solution should poll or collect and analyse the large volumes of fault and performance data. Once collected, it should automatically store data gathered in a database. This enterprise-wide data should be easily | |

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| | accessed from a central location and used to help with capacity planning, reporting and performance analysis. | |
| 7. | Proposed solution should be able to monitor device performance in real time | |
| 8. | Proposed solution should be able to automatically generate a notification in the event of a link failure to ensure proper handling of link related issues. | |
| 9. | Proposed solution should have a provision for suppression of maintenance alarms during the maintenance period. | |
| 10. | Proposed solution should provide network information, alarms and also reporting interfaces for components. The current performance state of the entire network & system infrastructure shall be visible in a console. | |
| 11. | Proposed Solution must support out of the box capacity planning reports that assist in the analysis of capacity needs based on projected load. | |
| **Network Performance Reporting** | | |
| 1. | Proposed Solution must monitor performance across heterogeneous networks from one end of the enterprise to the other. | |
| 2. | Proposed solution should have functionality for KPI calculation on the raw metrics collected. | |
| 3. | Proposed solution should be able to do Trend analysis from the performance data. | |
| 4. | Proposed solution should be able to also provide a threshold and profile capability on the KPIs monitored on the network in order to understand the impact of failures and degradations which eventually results in downtime/network unavailability. | |
| 5. | Proposed Solution shall be able to support separate warning and violation threshold levels, so that in the event of gradual service quality deterioration, warnings shall be generated before critical level thresholds are breached. | |
| 6. | Proposed solution should be able to generate web-based reports both near real time and historical data for the network. | |
| 7. | Proposed solution shall support generation of overall Network Device Performance (Router, Switch, Security Appliance) reports | |
| 8. | Proposed solution shall support generation of reports for every Link Input/output Utilization (percentage, bps, kbps, mbps, octets/sec) for Leased Line, Wireless, 4G, and within Banks network | |
| 9. | Proposed solution should be able to indicate the Network Latency, Flapping Links, Changed Link Metrics, Prefix List and New Prefixes on each available links at bank | |
| 10. | Proposed solution should support Trend based reporting of Historical Information | |
| 11. | Proposed solution should provide Out of the box fault and performance reports | |
| 12. | Proposed solution shall support Customization of Reports, and it should be possible without the need for additional reporting engine. | |
| 13. | It should support automatic base lining on historical data, and thresholds that can be adjusted as required, based on data collected. | |
| 14. | Proposed solution should offer off-the-shelf Reports for KPIs such as Availability, Uptime, and Resource Utilization. | |
| 15. | Proposed solution should have the capability to export the reports results in standard file formats like CSV, pdf, xlsx etc. | |
| 16. | Should be able to present the reports through web and also generate pdf, CSV and xlsx reports of the same. | |
| 17. | Proposed solution should have capability of exporting report in open interface formats for business intelligence tools, excel etc. | |

| 18. | Proposed solution should support capability to periodically generate and schedule reports as per requirements of the Bank | |
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| 19. | Proposed solution should provide options to perform progressive trend analysis with multiple fixed time windows like but not limited to 1 day, 1 week, 2 weeks, 1 month, 6 months etc. | |
| 20. | Proposed solution should facilitate reports summarized by time – Hour, Day, Week, Month, Quarter, Year and by Property- service, location, department etc. | |
| 21. | Proposed solution should be capable to send the reports through e-mail to pre-defined user with pre-defined interval. | |
| 22. | Proposed solution should be able to generate SLA reports automatically on key parameters like availability & performance | |
| 23. | Proposed solution should support historical performance reporting and trend analysis for capacity planning. | |
| 24. | Proposed solution should have capability to exclude the planned-downtimes or downtime outside SLA | |
| 25. | Proposed solution should give Network Device Performance Report for DC-DR, HO, CO, RO and branches as per requirement of the Bank. | |
| 26. | Proposed solution should give Network Performance & Utilization Report as per requirement of the Bank. | |
| 27. | Proposed solution must provide sufficient reports that identify unused ports in the managed network infrastructure that can be reclaimed and reallocated. The proposed management system must also intelligently determine which ports are operationally dormant. This will help in analysing capacity needs of the Network ports and better network capacity planning across the WAN network. | |
| 28. | Proposed solution should have extensive reporting facility, providing the ability to format and present data in a graphical and tabular display. | |
| 29. | Solution must support out of the box trend reports on group of metrics or group of devices in a single report. This will help understand the performance of multiple devices against a KPI (Key Performance Indicator) | |
| 30. | NMS reports including Bandwidth utilization report & Link up-time report & network equipment health check report on a monthly basis. | |
| | **Availability Reports** | |
| 1. | Proposed solution shall support generation of overall Network Availability and Uptime Report on Daily, Weekly, Monthly, Yearly, or as required by the Bank through GUI. | |
| 2. | Proposed solution shall support generation of Uptime & Availability Report for various Vendor/Service providers: MPLS network, Leased Lines, 4G on Daily, Weekly, Monthly, Yearly basis or as required by the Bank | |
| 3. | Proposed solution shall support generation of Uptime & Availability Report on Network Devices: Router, Switch, Security Appliance on Daily, Weekly, Monthly, Yearly basis or as required by the Bank | |
| 4. | Proposed solution shall support generation of Mean Time To Acknowledge (MTTA) and Mean Time To Repair (MTTR) Reports. | |
| **E** | **HSM Monitoring** | **Marks (RA/CU)** |
| 1. | Solution should be able to centrally monitor all hardware security modules (HSMs) devices deployed in Banks Environment | |
| 2. | Solution should be capable of monitoring HSMs which may be present at same site or distributed across various sites | |
| 3. | Solution should be capable of Identifying performance bottlenecks to improve capacity planning | |

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| 4. | Solution should provide immediate response to potential issue through comprehensive alerts | |
| 5. | Solution should be able to reduce operational cost by eliminates the need to physically access device to retrieve important data | |
| 6. | Solution should support series of warnings based on user-defined thresholds limits. | |
| 7. | Solution should support refreshing of utilization statistics for various metrics for all HSMs as per requirement of the Bank | |
| 8. | Solution should be capable of delivering critical alerts based on independent user-defined thresholds | |
| 9. | Solution should support real time warnings and alarms via email, SNMP and remote syslog server | |
| 10. | Solution should support RBAC (role based access control) for all user access. | |
| 11. | Solution should support clear segregation and customization of tasks available to each role | |
| 12. | Solution should support storage, retrieval, and viewing of CPU utilization, Memory utilization, commands executed etc. and other important performance metrics of HSM as per requirement of Bank. | |
| **F** | **Database Monitoring** | **Marks (RA/CU)** |
| 1. | The solution should support monitoring of standard RDBMS like Oracle, MySQL, MSSQL, DB2, or any other industry leading RDBMS | |
| 2. | Proposed solution should support creation of inventory through auto discovery of all databases and database users deployed across the databases in the enterprise. | |
| 3. | The solution should discover all the databases with details i.e. IP, type, OS available in the bank network | |
| 4. | Solution shall support discovery of sensitive data in input and masking of sensitive data in output as per requirements of the Bank | |
| 5. | The solution must support temper-proof log storage capability so as to ensure no monitored logs can be modified. | |
| 6. | The solution should support creation of policies/rules for enforcing access control and proper rights management on databases. | |
| 7. | Solution must support reporting of deviations from the established policies and access controls | |
| 8. | Solution should continuously learn the user and application behaviour in respect of accessing database. Learning should be a continuous process and should not stop after a certain stage. | |
| 9. | Solution should provide risk score of individual databases, based on combination of various factors like security alerts, discovery results, vulnerability assessment, sensitivity & confidentiality of data stored in the database. | |
| 10. | Solution should support identification of abnormal database and user behaviour and providing early detection of possible attacks using outliers. For example: Exceptional volume of errors, Activity that itself is not unusual but its volume is unusual, Activity that itself is not unusual but the time of activity is unusual etc. | |
| 11. | Solution must support filtering/hiding of the bind variables of all the SQL activities captured | |
| 12. | The solution should not store sensitive data in plain text in logs generated by the solution (e.g. passwords) | |
| 13. | Logs and audit-trail generated by the solution should not be editable by users/ administrator and should be read-only. | |

| 14. | The solution must be able to perform content scanning for regular expression and patterns and should monitor nested queries. | |
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| 15. | Proposed solution must ensure that all communication to and from data collection agents must be encrypted and routed through SSL tunnels | |
| 16. | Solution must be able to monitor databases which are running on Standard and non-standard ports | |
| 17. | The solution should be able to auto discover default passwords in the database accounts | |
| 18. | The solution should be capable of inspecting both in-coming and out-going DB traffic to compare with the rules and generate alert. | |
| 19. | Solution should capture and analyse all database activity, from both application user and privileged user accounts, providing detailed audit trails that shows the "Who, What, When, Where, and How" of each transaction. | |
| 20. | The solution should be capable of capturing and reporting at a granular level. It must provide full details needed for analysis of audited events like date and time, raw SQL, parameters used, end user name, source IP, source application, destination database instance, schema, DB objects affected, command details, results generated, values affected etc. | |
| 21. | Solution should detect attacks attempting to exploit known vulnerabilities as well as common threat vectors and can be configured to issue an alert and\or terminate the session in real time | |
| 22. | Solution should discover misconfigurations in the database and its platform and suggest remedial measures. | |
| 23. | The solution should be capable of reporting missing patches and report the details of such patches and vulnerabilities associated with the present version of the Database. | |
| 24. | Solution should have capability to track execution of stored procedures, including who executed a procedure, what is the procedure name and when, and which tables were accessed. | |
| 25. | Solution should also be able to detect any modifications in stored procedure. | |
| 26. | Solution should have capability to monitor local access & encrypted connections (Oracle ASO, SSL, IPsec etc.) | |
| 27. | Solution should provide facilities for scheduling of reports with respect to time, type of activity, nature of event, violation of specific rules, user, source of origin, DB instance etc. | |
| 28. | The solution support creation of different type of security and audit policies such as rule, report based on heuristic and content based. These policies should support customization as per requirement of the Bank | |
| 29. | Solution should have the ability to kill or blocking sessions for accessing sensitive data/policy violations and keeping all activity in the logs. | |
| 30. | The solution should be capable of blocking access real time, execution of commands which violate the rules/ policies, store the events securely and report the same in real time. | |
| 31. | Proposed Solution should support Monitoring Mode and blocking Mode of Deployment. In monitoring mode, solution can generate alerts for unauthorized activity. In blocking mode, solution must proactively block the queries including blocking of matching signatures for known attacks like SQL injection | |
| 32. | The solution should support installation of agents, update of agents, configurations updates, policy updates, start/ stop/restart etc. in the databases from management server centrally | |

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| 33. | There should be no down-time of the OS or database for deployment of agents | |
| 34. | Proposed solution support immediate alert generation If any agent malfunctions, connection is lost with management console, is uninstalled or disabled | |
| 35. | Solution should support monitoring of all database activities for databases like Oracle, MS-SQL, MySQL, Postgres etc. on various OS platforms like Solaris, AIX, RHEL, Windows etc. | |
| 36. | The solution should have capability of providing information about DB links and should have capability to monitor the activity of DB links. | |
| 37. | The solution should support discovery of any new database and DB objects created within the monitored network/systems. | |
| 38. | Solution should support logging of client IP which is accessing the database. | |
| 39. | Solution should support separate policies for different databases configured in provided solution | |
| 40. | Solution should have capability to facilitate rule creation at a granular level. Example: Which user can connect from which source, access what objects, have which rights, at what time window etc. | |
| 41. | The Proposed Solution should include a Web based single administration interface. | |
| 42. | The Proposed Solution should be capable of being managed centrally for all databases in the Bank's Network at both DC & DR Setup. | |
| 43. | Solution should support Role-Based Access Control or multiple user roles that facilitate separation of duties. i.e. Administrator (Super-User), Manager, read only etc. | |
| 44. | Solution should support integration through LDAP/AD authentication | |
| 45. | Should be able to report events and alerts via standard mechanisms, for example, to a syslog or SNMP server or a SIEM solution. | |
| 46. | Solution must support generation of predefined as well as custom built reports as per Bank's requirements in various formats viz. tables, pdf and graphical views etc. | |
| 47. | The solution should have easy option for customizing reports without major development efforts or requiring lot of customization/changes from scratch | |
| 48. | The solution should provide facilities for scheduling of reports with respect to time, type of activity, nature of event, violation of specific rules, user, source of origin, DB instance etc. | |
| 49. | Solution should support database space monitoring for both file group and transaction log like Warning for threshold violation, Critical threshold for file group/log full etc. | |
| 50. | Solution should support performance monitoring features like capturing of DB Engine related performance counters as well as threshold alerting. | |
| 51. | Solution must support SQL monitoring like failed jobs, long running jobs etc. | |
| 52. | Solution must monitor SQL being executed in databases for detection of any Blocking (exceeding duration) and Deadlocks | |
| 53. | Solution should be capable of isolating SQL statements and locks which are consuming significant execution time | |
| 54. | Solution should support response time monitoring for custom queries execution in the databases. | |
| 55. | Solution should have the ability to easily collect and analyse specific information, including information on various metric pertaining to but not limited to Buffer pools, Databases, Locks and other details about locked resources, Server key events, Tablespaces, Database Usage, Database State, Errors, response time etc. | |

| 56. | Solution should be capable of monitoring tablespace and dbspace usage be reporting important metrics like allocated bytes, allocated blocks, percent used and free etc. | |
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| 57. | Solution should be capable of monitoring oracle session data like session users, session summary, session wait etc. to optimize database performance | |
| 58. | Solution should be capable of monitoring resource usage, query latency, size of total, free and used memory, database's memory structures and process | |
| 59. | Solution shall support identification of queries with high buffer usage, high disk read writes, high IO workload, and IO path bottlenecks | |
| 60. | Solution should support monitoring of scheduled jobs and queries for monitoring status, duration, run count, failure count etc. | |
| 61. | Solution should support identification of factors which may cause performance issues with queries like improper indexing, bad query plan, long queues and wait times, insufficient cache etc. | |
| 62. | Solution shall support monitoring of important aspects of database user accounts such as expired accounts, days to expire, expiry date etc. | |
| 63. | The solution should able to maintain historic data to generate analytic report as per Banks requirement | |
| 64. | Solution shall support maintaining a unified dashboard for all database in the Banks environment | |
| 65. | Solution should various feature like growth forecast, enable and disable users for ease of management | |
| 66. | Solution should support Creation of Customized dashboards as per requirement of the Bank | |
| **G** | **SSL Certificate Monitoring** | **Marks (RA/CU)** |
| 1. | Proposed solution shall support management and monitoring of SSL certificates in the Banks environment | |
| 2. | Solution must have the capability to monitor SSL certificate usage and expiration of the certificates | |
| 3. | Solution should support configuration of thresholds to receive alerts long before SSL certificates expire. | |
| 4. | Solution should be capable of Identifying web server performance issues with SSL monitoring | |
| **H** | **Information Technology Service Management (ITSM) & Information Technology Asset Management (ITAM) Solution** | **Marks (RA/CU)** |
| | **General Requirements** | |
| 1. | Proposed solution should be well aligned to maximum number of ITSM processes such as Incident Management, Request Management, Problem Management, Change Management, Vendor Management, Knowledge Management, Service Asset & Configuration Management, Service Catalogue Management, Service Level Management, Contracts Management, License Management, Capacity Management, Vendor Management, Software Asset Management, Hardware Asset Management (HAM), and Enterprise Asset Management (EAM). Solution should have a unified Architecture and should leverage a shared database across ITSM & ITAM processes, including unique data and workflows segregated by business unit, cost centre, and user role for Incident, Problem, Change, Knowledge management, Asset Management and CMDB | |
| | **Service Desk** | |

| 1. | Proposed solution shall provide a web and an agent-based interface for accessing various management systems. | |
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| 2. | The proposed solution shall provide end-users the flexibility of logging, viewing, updating and closing service requests and incidents using a web-based interface. | |
| 3. | Proposed solution shall be capable of integrating with existing active directory of the Bank for authentication purposes. | |
| 4. | Proposed solution shall support RBAC for user, role management. | |
| 5. | Proposed solution should be able to support and handle large volume of incidents, service requests, change requests and should be able to scale and cater to growth in size of the Bank | |
| 6. | The proposed solution should allow prioritizing of work by leveraging the composite representation of various attributes and conditions that define the criticality of a ticket. | |
| 7. | The proposed solution must provide multi-faceted search to have quick access to an existing record and can take action that is based on your search. | |
| 8. | Proposed solution shall support native integration of various modules i.e., Incident Management with Change Management, or Incident management with Knowledge base i.e., automatically creation of knowledge base post closure of tickets | |
| 9. | The proposed solution must include timeline feature for the representation of activities on a ticket displayed in a chronological order. Every activity on the ticket is captured on the timeline along with the contact information and the time stamp. | |
| 10. | Proposed solution should be able to create and modify forms, fields as per bank requirement. | |
| 11. | Proposed solution should support definition of different SLAs for different services or domains. | |
| 12. | Solution should support multi-tenancy with complete data isolation as well as with ability to view data for one, two or more organizational units depending upon access rights. | |
| 13. | Solution should different workflows for different processes and sending of automatic escalation mails as defined in workflow as per configure SLA. | |
| 14. | Solution should be able to generate dashboards through which it should be possible for personnel to track the work that has been assigned to them, change the status of tickets, and record how they resolve issues. | |
| 15. | Solution should provide email-based interactions allowing for ticket creation, Updation and approval of requests. | |
| 16. | The proposed solution shall provide status of registered calls to end-users over email and through web. | |
| 17. | Solution should have a self-service centre dashboard, where users can search for news bulletins, solutions to issues, report issues, request services, view tickets that they have raised | |
| 18. | The Proposed Should have capability to integrate with other solutions using standard technologies like web-services, RESTFul APIs | |
| 19. | The proposed solution must have the ability to track work history of calls to facilitate troubleshooting. | |
| 20. | Solution should be able to integrate with Banks existing Active Directory and populate user information automatically | |
| 21. | Solution should have graphical interface for solutions management purposes | |
| | **Service Catalogue** | |

| 1. | Solution should support single service catalogue for end users to submit and track service request, spanning all IT services. | |
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| 2. | The proposed solution shall support multi-tenancy to enable different tenants (departments/customers) to use the same physical instance of the service desk. | |
| 3. | Solution should provide for Service Requests Workflows and Fulfilment definitions for commonly used IT services. | |
| 4. | Proposed solution should Integrate with any underlying service management including Service Desk, Change Management, Service Level Management and CMDB for request fulfilment. | |
| 5. | Proposed solution shall support users being able to request for services on behalf of other employees and the system should track the request as if the request has been initiated by the user requesting for the service. | |
| **Incident and Problem Management** | | |
| 1. | The proposed solution shall provide end-users the flexibility of logging, viewing, updating and closing incidents using a web-based interface. | |
| 2. | The proposed solution shall support the facility to register incidents via e-mail. | |
| 3. | The proposed solution shall provide appropriate standard integration mechanisms (such as CU/Web-services) that allow infrastructure management solutions to automatically register incidents. | |
| 4. | Service Desk solution should allow detailed multiple levels/tiers of categorization on the type of incident being logged for IT services that shall span across multiple domains. | |
| 5. | Solution should provide classification to differentiate the criticality of the security incident via the priority levels, severity levels and impact levels. | |
| 6. | Solution should provide embedded and actionable best practices workflows i.e., best-practices process & views based upon implementations. | |
| 7. | The proposed solution shall provide the ability to associate each incident with multiple activity logs entries via manual update or automated updates from other security or infrastructure management tools. | |
| 8. | It should allow SLA to be associated with a ticket based on priority, severity, incident type, requestor, asset, location or group individually as well as collectively | |
| 9. | The proposed solution shall support definitions of escalation policies for multiple escalation levels and notification to different personnel via window GUI/ console with no or minimum programming. | |
| 10. | The proposed solution shall provide the flexibility of associating the escalation policy with different criteria like device/asset/system, category of incident, priority level, organization, and contact. | |
| 11. | It should have the ability to search multiple built-in knowledge bases like the incident, problem, and known-error database simultaneously without requiring the agent to search each knowledge base individually. | |
| 12. | The proposed solution shall provide Problem Management module for recording problems, workarounds and solutions. Must be able to relate and link problems to specific incidents and also knowledge database. | |
| 13. | The proposed solution shall support tracking of SLA (service level agreements) for call requests/Incidents within the service desk through service types (that define response/resolution time). | |
| 14. | It should have an updateable knowledge base for technical analysis and further help end-users to search solutions for previously solved issues. | |
| 15. | Solution should support full text search capabilities to search for any Incident or Problem tickets. | |

| 16. | Solution should centralize all known error and problem workarounds into a single, searchable knowledge base. | |
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| 17. | Solution should have the ability to associate an incident with an existing service ticket, change request, a problem or known error for tracking purposes. | |
| 18. | Proposed solution should allow the Configuration Item (CI) to be associated with Incident and Problem tickets. | |
| | **Change Management** | |
| 1. | Solution should be able to track a request for change through the different stages of lifecycle of a change request | |
| 2. | Solution should facilitate the identification of the change type and associated workflow for example: standard, normal, and emergency or any other categorization required by the Bank | |
| 3. | Solution should facilitate the differentiation of normal Changes For example: Category - Minor or Small, Category - Significant or Medium, Category – Major or Large or any other categorization required by the Bank | |
| 4. | Solution should facilitate the ability to create simple to complex request workflows through sequential and parallel tasking | |
| 5. | Solution should notify all the stakeholder of CI about the scheduled changes or outages and send a reminder to responsible contacts for implementation of change. | |
| 6. | Change management should have fields to record impact analysis and, back-out plans, within the change record | |
| 7. | Solution should facilitate the scheduling of post implementation reviews for implemented changes after defined time interval | |
| 8. | Solution should have the ability to assign change advisory board (CAB) responsibilities to change management roles | |
| 9. | Solution shall support assignment of change advisory board (CAB) for particular CI, set of CIs, or departments. | |
| 10. | Solution should facilitate ability of authorized roles to reject changes. For example, status of reject, ability to record reason for rejects, notification to stake holder regarding rejection of change | |
| 11. | The change approval engine should be configurable such that approvals can happen if either one of the individuals approves a change, or a majority approve the change, or certain people in the committee approve the change, or all approve the change etc. | |
| 12. | Change management should be capable of integrating with CMDB to facilitate access to CI attributes and relationships to enable change assessment and authorization. | |
| 13. | The solution should have the ability to prompt change planners with suitable time slots for conducting a change depending upon the changes that have been scheduled/in progress, risk associated with it and the priority of the change | |
| 14. | The solution should have the ability to identifying and flagging changes that are being done by various team to prevent change collisions | |
| 15. | The proposed solution shall provide a Change Order Schedule calendar to track scheduled changes | |
| 16. | The Proposed Should provide easy access to critical change information to change approver board members within the change request ticket itself. | |
| | **Knowledge Management** | |
| 1. | Solution should have the knowledge management capabilities - knowledge databases to support investigations, diagnoses, root cause | |

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| | analysis techniques, and creating / updating workarounds, temporary fixes and resolutions. | |
| 2. | Solution should allow the creation of different access levels (i.e. Read only, write, create, delete) to knowledge management system | |
| 3. | Solution should allow creation and enforced use of data input rules for creating knowledge records For example: mandatory fields for content and information. | |
| 4. | Solution should allow for the entry of free-form text, images, attachments, etc. in knowledge base article. | |
| 5. | Solution should automate the population of knowledge records with author and owner data, creation date, as well as any other attributes required by organization | |
| 6. | Solution should facilitate the identification of redundant or duplicate information, whether in single record or multiple records | |
| 7. | Solution should allow automating notification to relevant stakeholders on submission new knowledge/solutions applicable to them | |
| 8. | Solution should have a powerful search engine to sort, retrieve and search using advanced search options, search content in multiple formats and also search within knowledge records. | |
| 9. | Solution should allow displaying FAQs and highlight the newly added knowledge content. | |
| 10. | The module should allow integration with all other modules of service management to enable knowledge records to be quickly created from records with associated links. | |
| 11. | The solution should have the ability to prompt users with interactive set of questions and answers that will eventually guide the users to the relevant solution. | |
| 12. | The module will facilitate opening of a problem record directly from a menu for pro-active tracking of problem activity as well as from an incident record for reactive tracking of problem activity. | |
| 13. | The proposed solution shall provide a web-based knowledge base that assists in finding, organizing, and publishing knowledge articles that aid in self-service ft. faster turn-around time. | |
| 14. | The proposed solution shall allow Bank to create knowledge articles based on resolved incidents/problems and shall also allow end-users to submit knowledge for consideration (after appropriate approvals). | |
| 15. | Knowledge Management should provide service desk personnel with speedy and accurate resolutions to their problems, either from a browser or directly from any Ticket screen. It should be capable of using the problem description automatically for knowledge base searches/suggestions. | |
| **Configuration Management Database (CMDB)** | | |
| 1. | The proposed solution shall provide a fully functional CMDB (Configuration Management Database) as an integral part of the solution. | |
| 2. | The Configuration Management Database should support multiple datasets with federation and reconciliation facilities to get data from various discovery tools and also through manual import process | |
| 3. | Reconciliation of data should be possible with multiple data providers based on common attributes and ability to define precedence rules on attributes | |
| 4. | Federation of external data sources should be possible with ability to store common attributes inside CMDB and getting other attributes from external data sources in real time | |
| 5. | The proposed solution must allow the IT team to see the CI relationships with a specified number of relationships on single window. | |

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| 6. | The proposed should have built-in drift management capabilities to capture and report on infrastructure drift based on infrastructure attributes like RAM, memory, etc. | |
| 7. | The proposed solution shall support version control for defined Configuration Items. | |
| 8. | The Proposed solution should support Change Impact and change collision detection based on affected CIs from CMDB. | |
| 9. | The Proposed solution should have ability to modify, add, or delete CI Types and their corresponding fields. | |
| 10. | The Proposed solution should have ability to automatically verify and catch unauthorized changes. | |
| **Service Level Management** | | |
| 1. | The Proposed solution should provide the ability to define SLAs at the System, Organization, or Site level. | |
| 2. | The product should be able to measure, collect, and import performance and SLA data from a wide range of sources, including performance Management modules | |
| 3. | Solution should support comprehensive & automatic SLA management process for various vendors. | |
| 4. | Solution must allow creating and applying various operational level parameters to Incidents, Requests, Changes, and Problem management modules. | |
| 5. | Solution should support real-time visualization of service level targets, penalties etc. in a management dashboard | |
| 6. | Solution should support linking available support hours to service levels when calculating deadlines as well as suspend SLA calculation for certain criteria – ex. 'pending information from customer' | |
| 7. | SLM module should integrate with incident and problem management to automate escalation, and notification activities based on response and resolution targets. | |
| 8. | SLM module should integrate with change management to provide access to service level agreement details, implementation windows, change blackout periods, and availability requirements | |
| 9. | Solution should have a predefined/customizable field to indicate & track the progress/status of the lifecycle of tickets. It should contain predefined status codes and allow defining new status codes | |
| 10. | Solution should provide an audit trail, tracking & monitoring for record information and updates from opening through fulfilment to closure. For example: IDs of individuals or groups opening, updating & closing records; dates / times of status & activities updates, etc. | |
| 11. | Solution should be a full-fledged Service Level Management Solution that allows for tracking of various service level performances of IT Infrastructure and vendor performance. | |
| 12. | Solution should support SLA violations alerts during the tracking period. | |
| 13. | Solution should support the creation of different contracts which are currently underpinning with vendors. | |
| 14. | Solution should support managing and maintaining a full history of an SLA. | |
| 15. | Solution should support SLA violations in context of effective "impact" such as operational impact, financial impact and contractual impact. | |
| 16. | The solution must provide a flexible framework for collecting and managing service level templates including Service Definition, Service Level Metrics, Penalties and other performance indicators measured across infrastructure and vendors | |

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| 17. | Solution must have a unified repository to capture and manage all service level templates. | |
| 18. | Solution must provide detailed control/methodology of the metrics that are being collected | |
| 19. | Solution must have a document repository capability for supplemental documents associated with SLAs, SLA Management & Reporting process | |
| 20. | The solution must support management of service level agreement in a central repository. | |
| 21. | Solution must support creation of new service level agreements and it must be easy to be used by business and non-technical users. | |
| 22. | Solution should support creation of SLA with help of a Wizard driven interface | |
| 23. | Solution must allow for customization of the service level agreement. | |
| 24. | Solution must have the ability to define and calculate key performance indicators (KPIs) from an End to End Business Service delivery perspective. | |
| 25. | Solution must have the ability to manage multiple SLAs for the same contract party. | |
| 26. | Solution should support management of scheduled and un-scheduled maintenance windows to generate service level report accordingly. | |
| 27. | Solution must support SLA approval and validation workflows | |
| 28. | Solution should be an integrated with the single unified Business dashboard for management purpose | |
| 29. | Solution shall support designing customized reports easily & based on User Roles as per requirement of the Bank | |
| 30. | The system must include the ability to generate customer SLA document from SLA information entered in the solution | |
| **I** | **IT Asset Inventory and Management** | |
| 1. | Proposed solution must support centralized and automated management of all IT assets of bank. | |
| 2. | Solution should have ability to track changes in inventory and ability to collect information from the registry. | |
| 3. | Solution must be capable of managing assets from purchase to salvage i.e., from the beginning to the end of an asset's life cycle. | |
| 4. | Solution must support various discovery protocols based on network range, IP range, AD domain, LDAP directory structure, SNMP and ICMP enabled devices and automatic discovery of IT Assets for Inventory Management Purposes. | |
| 5. | Solution should be able to do a complete auto discovery across distributed and heterogeneous IT environment (i.e., physical servers, network devices, SAN switches, SAN storages, Load Balancers, Firewalls, Endpoints, applications, software, middleware, databases etc). | |
| 6. | Solution must support a single repository database for better and single pane of glass visibility for all IT Assets. | |
| 7. | IT Asset Management solution should also support import from other data sources such as excel inventory, monitoring tools like Network Monitoring solution for a holistic IT Asset Inventory collection. | |
| 8. | IT Asset Management solution must be able to integrate with proposed monitoring solutions to perform auto discover into Asset Management database. | |
| 9. | Solution must be able to track Warranty / AMC of all IT Assets | |
| 10. | The Proposed solution should Generate a complete inventory of hardware, software, network components including communication lines etc. The solution should cover endpoints as well as servers. | |

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| 11. | The Proposed solution should support XML tagging. | |
| 12. | The Proposed solution should include all the details of hardware such as but not limited to Vendor, Serial Number, Chip Set, CPU information, RAM, numbers of CPUs & Cores, Detail information on Network devices, internal & peripheral disk drives, BIOS details, IP/MAC addresses, End Point/Device name, End Point/Device model, Hard Disk, Storage Devices details, all application and software including in house developed applications/programs, virtualized applications, OS versions and Service Pack information, patch information, services running on the Device etc. | |
| 13. | Solution should come with real-time dashboards that collate and present data that allows the Bank to make decision on consolidation, re-use of infrastructure, detecting infrastructure that has never been used etc. | |
| 14. | Solution should support creation and storage of asset numbers and corresponding information, such as parent, location, vendor and maintenance costs for each asset. | |
| 15. | Solution should provide a powerful reporting engine that enables administrators to schedule large batch reports, which can be automatically e-mailed to multiple recipients. Reports can be created in multiple formats such as PDF, CSV, XLSX, etc. | |
| 16. | Solution should be capable of automatically detecting hardware from the inventory that are end of Warranty/AMC/Insurance support based on Procurement/AMC contracts of the Bank. | |
| 17. | Solution should support prior alerting mechanism, along with report generation for assets nearing EOL (End of Life)/ EOSL (End of Support Life). | |
| 18. | Solution must have built-in support for encrypted communications between various components. | |
| 19. | Solution should allow console users to create custom queries on asset information which is to be retrieved by the agents. | |
| 20. | Solution should include features that allows for the entry of custom developed software titles & custom classification of standard applications as per requirements of the Bank. | |
| 21. | Solution should support history capability for hardware or software changes for troubleshooting auditing purposes. | |
| 22. | Solution shall support on demand scanning of specific device or group of devices as per requirement of the Bank. | |
| 23. | Solution should support software metering so that actual use of software in the Banks can be established. | |
| 24. | Solution should have ability to create customized inventory scans based on business units like branch, zone etc. or for only specific asset class for pre-defined time periods. | |
| 25. | Solution should have asset audit trail management functionalities like missing assets, deviation assets, defective assets, and mismatched assets. | |
| 26. | Solution should support auto reconciliation mechanisms with reconciliation cycle of half yearly and yearly closing. | |
| 27. | Solution should support asset transfer mechanism between locations, business units, and functional unit or to an individual. | |
| 28. | Asset/inventory management solution should have bundled reporting software so that there are no third-party tools required to customize reports. | |
| | **Management of Contracts** | |
| 1. | Solution should support license and contract management capabilities | |
| 2. | Proposed solution should be able to create & manage contracts including tracking details like start & end dates for the contracts | |

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| 3. | Proposed solution shall support addition of information, attachment of documents related to contracts including Vendor Information and provisions to make obsolete documents inactive after period as desired by the Bank | |
| 4. | Solution should support review of existing contracts, amendments of added contracts, tracking of duplicate contracts | |
| 5. | Solution should support linking of contracts to assets & capability to store & track renewal fees | |
| 6. | Solution should provide methods for creating policies, entitlement documents etc. and enforcing these policies/entitlements through alerts and controls | |
| 7. | Solution should provide event notification like e-mail and SMS alerts on hardware or software changes, renewal of support agreements or contract etc. | |
| **License Management** | | |
| 1. | Solution should support license management features including but not limited to number of licenses for particular software purchased by Bank, Quantity of licenses deployed, Entitlement of licenses etc. | |
| 2. | Should maintain the Catalogue of software and hardware from all major OEMs/Principals and should update the signature for the same on periodic basis. The update periodicity should be as per industry norms. | |
| 3. | Solution shall support manual addition of all license details in case any OEM is not directly available in the proposed solution | |
| 4. | Solution should support license metering and ability to track usage of licenses in the complete environment of the Bank | |
| 5. | Solution should support features like license transfer, alerts notification, license reassigning and renewal notifications as per required frequency by the Bank | |
| 6. | Should have option to categories the software licenses based on Vendor, OEM or as per requirement of the Bank | |
| 7. | Solution should support generation of compliance report based on Entitlement and usage of licenses | |
| 8. | Solution should support management of multiple licensing models based on User, Machine, IP, Core etc. | |
| 9. | Solution should be capable of handling expired licenses along with generating Email and SMS alerts to required stakeholders | |
| 10. | Solution should support capability of storing or linking proof of entitlement along with Asset and License viz. PO image, PDF document etc. | |
| **Importing and Exporting of data** | | |
| 1. | Solution should support importing of data from widely used formats viz. spreadsheets, Csv etc. from existing system within the bank and should also be able to export the data to mentioned formats | |
| 2. | Solution should be able to import users, user- rights from Active directory for tighter integration. | |
| **Reporting Features** | | |
| 1. | Solution should support presentation of the reports through web, and also generate reports in various formats like PDF, Excel, CSV etc. | |
| 2. | Solution should provide user flexibility to create customized reports according to the user privilege and access level. | |
| 3. | Solution should be capable of sending the reports through e-mail to predefined user at pre-defined intervals as required by the Bank. | |
| 4. | Solution should support generation of web-based reports both in near real time and historical data for supported devices | |

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| 5. | Solution should support computation and generation of SLA reports for particular device, vendor or entire Bank | |
| 6. | Solution should support generation of automated Daily, Weekly, Monthly, Quarterly and Yearly SLA reports. | |
| 7. | Solution should be capable of presenting "At-a-Glance" report comprising of critical SLA parameters for top management view | |
| 8. | Solution should be capable of generating detailed reports about the number of tickets received for particular device, node, vendor, location, site, or complete Bank. | |
| 9. | Solution should support capturing the exact time and date when the complaints were resolved on daily, monthly and yearly basis. This should include the time taken to resolve the complaint and the reason due to which fault had occurred | |
| 10. | The Solution should provide a centralized Dashboard that picks up relevant business metrics from the service management solution giving at-a-glance visibility to key operational initiatives. | |
| 11. | These dashboards need to be dynamic that allows user to drag and drop these metrics and create custom dashboards without any coding. | |
| 12. | The Dashboards should support rich formatting capabilities to represent the data in different charts, and table formats. | |
| **J** | **Security & Patch Management** | **Marks (RA/CU)** |
| 1. | Proposed solution should do granular filtering of software patches based on environment requirements. | |
| 2. | Proposed solution should schedule, deliver and track operating system and automate patch delivery. | |
| 3. | Proposed solution should provide industry recognized patch management and distribution mechanism. | |
| 4. | Proposed solution should provide automated OS and application patch management. | |
| 5. | Proposed solution should remedy vulnerabilities and enforce security policies. | |
| 6. | Proposed solution should schedule periodic scans of computers to identify missing patches. | |
| 7. | Proposed solution should identify and download missing patches from vendors' websites. | |
| 8. | Proposed solution should download required patches and create tasks to schedule patch deployments. | |
| 9. | Proposed solution should be supported for deployment of patches on all in scope components. | |
| 10. | Proposed solution should have bundled reporting software so no third-party tools would be required to customize reports. | |
| 11. | Proposed solution should be able to provide audit reports. | |
| 12. | Proposed solution should be capable of integrating with one or more Active Directory structures whenever required. | |
| 13. | Proposed solution should be capable of using existing client computers as distribution points at remote sites without the need of allocating dedicated servers. | |
| 14. | Proposed solution should be able to install package through following mechanisms:<br> a. Push<br> b. Pull<br> c. User self-service | |

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| 15. | Proposed solution should have the ability to throttle bandwidth, either statically or dynamically. The throttling capability must support up and down stream throttling for both the server and agents. | |
| 16. | Proposed solution should be able to deploy agents using IP address/hostname and post to the agent deployment, the patches can be deployed. | |
| 17. | Proposed solution should support centralized architecture. | |
| 18. | Proposed solution should support virtualized environment too. | |
| 19. | Proposed solution should provide remote agent deployment utility for installing agents remotely. The tool should be able to use Active Directory or Local Administrator Authentication for deploying agents to remote computers. | |
| 20. | Proposed solution should provide easy to use in-place upgrade procedures for all components through the console. | |
| 21. | Proposed solution should have native support for high level of encrypted communications without any dependency on additional software, hardware, third party certificates or Certificate Authority. | |
| 22. | Proposed solution should have the ability to do centralized patch management for PCs, Laptops, Servers. | |
| 23. | Proposed solution should support the IPv4 & IPv6. | |
| 24. | Proposed solution should support centralized administration, role-based access control and administration without much load on the network. | |
| 25. | Latest fixes/updates should automatically be downloaded to the patch management server as per the policies/ schedule for patch download once the patch is made available on software vendor's website. | |
| 26. | If any information or payload (e.g., Patch Metadata or Patch binaries) is downloaded from internet, then the integrity of all such content must be verified by the proposed solution using checksums to ensure that the content downloaded has not been modified or corrupted. File checksums and file sizes must be compared to make sure that the downloaded file is intact and unchanged. | |
| 27. | Proposed solution should be able to determine if a patch has already been installed on a node, even though it is assigned manually. Proposed solution should have the capability to analyze appropriate patches of the OS/ applications for the Desktop/ server in comparison to the latest available patches/ updates released by respective OEMs. | |
| 28. | Proposed solution should be able to detect the required patches according to individual node's configuration. | |
| 29. | Proposed solution should allow users to postpone the deployment of a patch for a period of time determined by the administrator. | |
| 30. | Proposed solution should support event-driven remediation. | |
| 31. | Proposed solution should support rollback of patches and service packs applied, if rollback is supported for that particular Patch/Service packs. | |
| 32. | Proposed solution should have the capability for remediation i.e., continuously deploy, monitor, detect and enforce patch management policies. | |
| 33. | Proposed solution should be able to deploy any software/ files through the patch management solution. | |
| 34. | Proposed solution should have the capability to generate report specific to one group of servers/endpoints or should be capable of generating reports with an enterprise view. | |
| 35. | Proposed solution should be able to verify if the patches on desktop are correctly installed by confirming that the vulnerability has been remediated. | |

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| 36. | Proposed solution should come along with standard reports and should generate customized reports as per business requirement. | |
| 37. | Proposed solution should support various reporting formats i.e., reports can be downloaded easily and or exported. | |
| 38. | The Proposed Solution should have the ability to consolidate data and to produce a single report for in scope Clients/Endpoints. | |
| 39. | Proposed solution should support regulatory specific reports. | |
| 40. | Proposed solution should be able to manually group computers together for deployment of patches. Proposed solution should provide the ability to dynamically group computers based on asset and software information. | |
| 41. | Proposed solution should support the grouping of patches into a 'baseline' which can take the form of monthly patch bundle e.g., 'Critical Patches'. | |
| 42. | Proposed solution should be able to re-deploy the patch on a computer automatically if the initial deployment is not successful and even if the deployed patch is un-installed by the user. | |
| 43. | Proposed solution should support granular control over re-boot process after patch deployment like prompting user, allowing user to differ, rebooting immediately if no one has logged on, etc. | |
| 44. | Proposed solution should come along with all operational technical manuals along with other related documents. | |
| 45. | Proposed solution should be able to identify the computers that have installed the patch that is to be rolled back on need basis. | |
| 46. | Proposed solution should be able to provide real-time (within minutes) patch deployment status monitoring. | |
| 47. | Proposed solution should allow console operator to deploy patches to all computers via a central console without intervention from the users or allow console operator to target which computers to deploy the patches to. | |
| 48. | Proposed solution should allow console operators to spread the patch deployment over a pre-defined period of time to reduce overall impact to network bandwidth. | |
| 49. | Proposed solution should be capable of generating reports on patches deployed, when, by whom, to which endpoints, etc. | |
| 50. | Proposed solution should be able to identify systems with non-patched vulnerability conditions. | |
| 51. | Proposed solution should allow the console user to deploy actions to remediate against the vulnerabilities identified. | |
| 52. | Proposed solution should have the dashboard to drill down to show details for both compliant and non-compliant systems, including but not limited to, non-compliant controls, component name, category, identifier, and type. | |
| 53. | In the proposed solution, information reported should not be more than 1-7 days old for devices that are active on the network. | |
| 54. | The reporting module should contain, but not limited to, the following reports:<br>    a. Progress of all patches applied.<br>    b. Patch Compliance report for selected month/system.<br>    c. Monthly patch compliance report for single patch.<br>    d. Total number of computers managed and the distribution of these computers. | |
| 55. | Proposed solution should allow console operators to export report in CSV, PDF, XLS & HTML format. | |
| 56. | Proposed solution should allow console operators to customize and save the reports without the use of third-party reporting tools. | |

| 57. | Proposed solution should allow console operators to drill-down from the report to the specific computers. | |
|---|---|---|
| 58. | Proposed solution should allow console operator to trigger alerts when user-defined conditions are met. | |
| 59. | Proposed solution should generate both prepackaged and custom, wizard generated reports like compliance reports can be generated for one-month patches or one particular patch on all system or on one system. | |
| 60. | Proposed solution should be capable of software distribution and installation e.g., Chrome patches, MS Office patches. | |
| 61. | Proposed solution should have automatic patch management and deploy patches for various platforms including Windows, Linux/Unix, Solaris and AIX. | |
| **Total Marks Obtained out of 980** | | |