

Ref: CO/ITD/1104/2021-22



REQUEST FOR PROPOSAL (RFP)

for

**SUPPLY, INSTALLATION, CUSTOMIZATION AND MAINTENANCE OF ON-
PREMISES BACKUP SOLUTION FOR E-MAILS AND SHAREPOINT DATA STORED
IN MICROSOFT AZURE CLOUD**

Date and time of Pre Bid Meeting	23.09.2021 at 03:00 PM
Last Date for receipt of bids	11.10.2021 at 03:00 PM
Date and time of opening Technical bids	11.10.2021 at 03:30 PM

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SCHEDULE

1)	Tender Reference Number and Date	RFP No. Ref: CO/ITD/1104/2021-22 dated 17/09/2021
2)	Last date for seeking Pre-bid clarifications/ queries through email krishna.prasad2@indianbank.co.in neeraj.gupta@indianbank.co.in rajesh.jadon@indianbank.co.in rajive.rastogi@indianbank.co.in	22.09.2021 by 03:00 PM
3)	Last Date & Time for submission of Bids in Online &/Or Offline Mode	11.10.2021 by 03:00 PM Address for physical submission Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014 Portal for online submission of Bids: https://www.tenderwizard.in/indianbank
4)	Documents to be submitted Online	a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures f. Compliance to Technical Specifications. g. Any other information sought by the Bank with relevant to this tender h. Kindly refer to the Check List for the required documents to be submitted

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5)	Documents to be submitted physically by Bidders (Offline Mode)	<p>1. DD towards Cost of bid document (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.):</p> <p>Account No.: 743848138 Account Name: INDIAN BANK, H.O.TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>Note: Companies registered as Micro/Small Units under MSE/National Small Industries Corporation (NSIC) should submit documentary proof for claiming exemption for Point No. 1.</p> <p>Kindly refer to the Check List for the required documents to be submitted.</p>
6)	Date of opening of Technical (Part I) Bids (Online &/or Offline) & Conformity to Eligibility Criteria	<p>11.10.2021 by 03:30 PM</p> <p>Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014</p>
7)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
8)	RFP Cost	<p>Non-refundable Rs. 5,000/- in the form of DD favouring "Indian Bank". (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.):</p> <p>Account No.: 743848138 Account Name: INDIAN BANK, H.O.TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>Mode of submission: (Offline for DD/Online for e-transfer)</p>
9)	Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s. Antares Systems Limited through website https://www.tenderwizard.in/indianbank</p>

This RFP document can be downloaded from the website: <https://www.indianbank.in> and e-procurement portal: <https://www.tenderwizard.in/indianbank>.

Information regarding RFP will also be available on CPPP Portal <https://eprocure.gov.in/cppp/>.



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Paper publication will be done for the information regarding publishing the RFP, however Clarifications, Modifications and Date of Extensions, if any, will be published in website <https://www.indianbank.in> and e-procurement portal <https://www.tenderwizard.in/indianbank> only.

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

SECTION – I

REQUEST FOR PROPOSAL (RFP)

The Bank is interested in identifying the companies supplying the solution for On-premises Backup of e-Mails and SharePoint data stored in Microsoft Azure cloud.

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

Interested eligible bidders may submit their quotation for supplying the solution for On-premises Backup of e-Mails and SharePoint data stored in Microsoft Azure cloud, as specified in Part-I as per the following procedure:

1. Bidders should enrol/register before participating through website - <https://www.tenderwizard.in/indianbank>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the signed tender documents. Any other documents sent by any other mode will not be accepted.
2. Part I contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered. The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.
3. Part II – Commercial will be called through Online Reverse Auction Process. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction. Part II price breakup details to be submitted after online reverse auction process.
4. Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.
5. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment / alteration / extension before the last date of receipt of bid.
6. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of General Financial Rules (GFR) 2017).

7. MAKE IN INDIA

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

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DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 & its amendments (if any).

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India).

8. Bank will provide benefits to micro and small enterprises (MSEs) as per the guidelines of public procurement policy issued by Government of India.

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

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

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

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

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

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

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

"Beneficial owner" will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.



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Explanation

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

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

10. Please note that

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

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

Note: The tender cannot be split. Only one SI will be awarded with contract.

SECTION-II

INSTRUCTIONS TO BIDDERS

1. Introduction

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

2. Pre Bid Meeting

- A pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on **23.09.2021 at 03:00 PM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before **22.09.2021 by 03:00 PM**:

krishna.prasad2@indianbank.co.in
neeraj.gupta@indianbank.co.in
rajesh.jadon@indianbank.co.in
rajive.rastogi@indianbank.co.in

In case the Probable Bidder wants to participate in the Pre-Bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e. **Rs. 5,000/-** (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed in point no. 8 of schedule. Bidders have to ensure that cost of bid document i.e. Rs. 5,000/- has already been remitted to the account as mentioned in point no. 8 of schedule, or dispatched through demand draft (Copy of demand draft to be attached), to the below mentioned address, before raising the queries through email:

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

Such Bidders who have not chosen to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline/online mode (as mentioned under point no. 8 of schedule) apart from uploading the scanned DD/Proof of e-transfer document during e-tendering.

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

3. Amendment of bidding documents

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



- 1.2 All prospective bidders will be communicated of the details of amendments and clarifications. Signed copy of the amended document should form part of the Technical Bid.
- 1.3 The bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.
- 1.4 The amendments if any, will be published in the e-procurement website and will form part of the Bidding document.

4. Technical Bid

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

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

Any bid document not accompanied by the above will be rejected.

5. Financial Bid

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

6. Clarification of Bids

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

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

7. Bid Security Declaration & Cost of Bid Document

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

Cost of Bid Document **Rs. 5,000/- (Rupees Five Thousand only)** along with technical bid to be submitted in the form of DD favouring Indian Bank, payable at Chennai, if not participated in the pre-bid meeting, or through electronic transfer as detailed in point no. 8 of schedule.

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

8. Evaluation Criteria

➤ General/Technical Evaluation

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

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

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

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

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

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

➤ Commercial evaluation

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

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

9. Proposal Process Management

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

Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible



for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and any other meetings during the process.

10.Liabilities of Bank

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

11.Bid and Proposal Ownership

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

12.Bid Pricing Information

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

SECTION-III **CONDITIONS OF CONTRACT**

1) Scope of the Project

Supply, Installation & Maintenance of On-premises Backup solution (including hardware, storage, OS, any other required software for proposed solution) for e-Mails and SharePoint data stored in Microsoft Azure cloud.

The Contract period will start from the date of acceptance of purchase order and will be valid for a period of five 5 years from the date of go-live. The supplier has to provide 3 year onsite comprehensive 24*7*365 maintenance support under warranty from the date of go live. Comprehensive Onsite Annual Maintenance Cost (AMC) for 2 years after warranty period of three year after go live. However, Bank reserves the right to enter into AMC with other vendor.

2) Project milestone and time line

The Delivery of the equipment and Licenses should be completed within 6 weeks and installation/configuration should be completed within 2 weeks from the date of delivery. Total time for delivery and installation/configuration should not exceed 8 weeks from the date of purchase order.

3) Warranty/ AMC

- The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Bank's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- This onsite comprehensive warranty with 24 * 7 support shall remain valid for 36 months after the Goods have been installed at the final destination indicated in the Contract, or for thirty-nine (39) months after the date of receipt of shipment at the destination, whichever period concludes earlier. Necessary documents should be provided for back to back support from respective OEMs. The Bank shall promptly notify the Supplier in writing/by mail of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Bank. All the supplied Hardware and software have to be covered under back to back support from the respective OEMs for the full contract period.
- After completion of warranty period of three Years, AMC will be entered for a further period of 2 years. However, Bank has the right to enter into AMC agreement with other vendors.

4) Delivery Locations

Equipment to be delivered at Chennai, Address will be provided in Purchase Order. Software licenses to be delivered at purchases.itd@indianbank.co.in

5) Monitoring & Audit

Compliance with security best practices may be monitored by periodic computer security audits/Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but



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are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder must provide the Bank access to the auditing menu through the application itself and facilitate the audits. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank.

For service level measurement, as defined in Service Level Agreement (SLA) (format will be shared with the Successful bidder along with Purchase order), data recording is to be captured by the industry standard tools implemented by the successful Bidder. These tools should be a part of the proposed solution.

6) Period of validity of bids

Bids should remain valid for the period of **90 days** after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

7) Authorization to Bid

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the tender document. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

8) Eligibility Criteria

- a) The Bidder should be Limited Company and should be in existence in India for the last 3 years (as on 31.03.2021).
- b) The Bidder should have Net profit during last three financial years of the bidder (2018-19,2019-20 and 2020-21).
- c) The Bidder should not have been blacklisted currently by any Government Dept./ PSU / Banks.
- d) The Annual turnover should be more than Rs. 5.00 crores for the last three financial years of the bidder (2018-19, 2019-20 and 2020-21)
- e) The Bidder should have Office in Chennai.
- f) The bidder/OEM should have implemented the quoted solution in at least 3 organizations during last three years and at least one implementation should be for backing up of more than 20,000 mail boxes of Microsoft O365 (Azure Cloud) in a single implementation (reference to be provided).
- g) Bidder & OEM must have Online portal and e-mail facilities for lodging & tracking of complaints.

9) Liquidated damages

If the Supplier fails to implement the solution or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of hardware, software and services procured for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the implementation is not done in time, the Bank may consider termination of the contract.

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10) Payment Terms

On Delivery: Eighty (80) % of the price of the hardware/software delivered at the respective location mentioned in Purchase order will be paid within 15 days of submission of Invoice copy and Proof of delivery duly counter signed by the Bank's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy.

On Installation: Twenty (20) % of the hardware/software delivered & installed/configured at the respective location mentioned in Purchase order will be paid on submission of Installation Certificate duly counter-signed by the Bank's Representative

Subsequent AMC Payment

Subsequent AMC Payment for 4th & 5th years will be made annually in advance on submission of Invoice and documentary proof for renewal form OEM.

The payment will be released subject to deductions on account of liquidated damages, if any. TDS will be deducted for the payment, if applicable.

11) Change Orders

The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:

- a. the place of delivery; and / or
- b. the Services to be provided by the Supplier;

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

12) Maintenance and Support

The bidder has to provide onsite support by posting one resource at Bank premises in Chennai for a period of six months on all bank working days after go-live and provide support in case of exigency. During this time, support resource will be responsible for maintaining and upkeep of the solution and provide support to end-users for any issues related to the solution. Bidder has to provide detailed training and documentation of the solution and hand over to the Bank personnel at the end of six months.

13) Service Level Agreement (SLA)

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

Payments to the Supplier are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of



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addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. The Bank and Supplier. The Supplier shall maintain the stated service levels to provide quality service. Supplier shall provide access to the Bank or its designated personnel to the tools used for SLA monitoring.

The SLA parameters shall be monitored on a quarterly basis as per the parameter. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.

Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise "Availability and Performance Report" will be provided by the Supplier for every quarter in the Bank suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to Bank shall contain the summary of all incidents reported and associated performance measurement for that period.

SLA Definitions

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

□ Availability is defined as (%) =
$$\frac{(\text{Operation Hours} - \text{Downtime}) \times 100\%}{(\text{Operation Hours})}$$

The operation hours are defined as 24 X actual no. of days in the respective quarter.

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

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

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

Penalty on non-adherence to SLAs

Penalty for Solution downtime

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

S. No	Level of uptime per quarter for Backup Solution	Penalty Charges
1	98.00% and Above	NIL
2	95.00% and above but below 98.00%	0.02% of total cost.
3	90.00% and above but below 95.00%	0.05% of total cost.
4	Below 90.00%	0.1% of total cost.



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14) Contract Period

The contract period will commence from the date of acceptance of the Purchase order and will be valid up to a period of five years (three-year warranty and two years ATS/AMC) from the date of go live. The contract is extendable / renewable further at the option of the Bank on mutually agreed terms.

15) Sub-Contracting

The supplier will not subcontract or delegate or permit anyone other than the suppliers' personnel to perform any of the work, service or other performance required of the supplier under this agreement without the prior written consent of the Bank.

16) Technical Documentation

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with the software supplied. The Bidder, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual, job cards and training material. The Bidder, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual, job cards and training material. The Bidder, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual, job cards and training material. The Program Documentation shall consist of required number of User Manuals per user group, Data Centre and Disaster Recovery Centre.

The program documentation shall be supplied by the Bidder to the Bank both in hard copy except where hard copies are not available and soft copy. The operational manual shall be provided by the Bidder under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executables and required run-time files shall be provided to the bank.

Should the software provided by the Bidder be infringing, it would have a serious business impact on the business of the Bank. Therefore, the Bidder should take responsibility of its actions. Even if Bank (Secured / Unsecured) would have used the deliverables before the infringement was noticed, legally each such use constituted infringement and therefore the Bidder is in breach of the Bidder's warranty and obligation. The language of the documentation should be English

17) Transfer of Ownership/Title

The successful bidder shall pass the title of ownership of the licenses supplied under this Contract to Indian Bank on delivery of the material at the location(s) specified by bank.

18) Jurisdiction and Applicable Law:

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

19) Performance Security

- Successful bidder should submit a performance security in the form of Bank guarantee (issued by a Scheduled commercial bank other than Indian Bank) within 15 days of issue of purchase order for a value of 3% of order amount valid for 63 months with one-year additional claim period.
- The performance security submitted by the supplier shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.
- The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.
- Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

20) Insurance

- The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes.
- The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. Any damage happens to all equipment due to non-availability of storage cum erection policy, the supplier has to bear the losses.
- In case of discrepancy in hardware/software supplied, it is successful bidder's responsibility to replace/repair the equipment immediately even without recourse to the insurance.
- If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the last date of delivery of goods, then 0.1% of the invoice value will be deducted from the payment for each insurance.

21) Limitation of Liability

Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a) IP Infringement indemnity.
- b) Bodily injury (including Death) and damage to real property and tangible property caused by Supplier's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the Supplier that gave rise to claim, under this tender.

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- c) Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

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

22) Termination for Default

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

- if the Selected bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- if the Selected bidder fails to perform any other obligation(s) under the Contract.
- If the Selected bidder, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- In case of Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

For the purpose of this clause:

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

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

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

23) Force Majeure

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

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

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

24) Termination for Convenience

Bank, by 90 days written notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the bank's convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

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

25) Settlement of Disputes

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

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

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

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

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

(a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral



tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

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

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

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

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

(f) Notwithstanding any reference to arbitration herein,

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

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

26) Use of Contract Documents and Information

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

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

27) Intellectual Property Rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or

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copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

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

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

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

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

28) Disclaimer

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

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

The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.



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

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

29) Confidentiality

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

The selected Bidder and its employees shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

30) Scope of Work:

- The bidder should supply, install and commission the necessary Hardware and Software licenses for deploying the Backup solution in the Bank's premises.
- The supplied solution should have back-to-back OEM support for 5 years. OEM letter for the same to be submitted.
- The bidder should deploy the hardware in the Bank's existing racks. Power cabling, Network and SAN integration with Bank's existing environment is under the scope of the bidder.
- The software should be deployed by the bidder as per the backup & retention policy of the Bank.
- The deployed software and hardware should be under 24*7*365 support from OEM. The contact details for raising any issue should be informed by the bidder.
- The bidder will provide necessary training to the staff of the Indian Bank involved in this project. The training will cover installation, implementation, administration, usage, troubleshooting and interpretation of reports, logs etc.

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- The bidder should provide necessary support for setting up network and IT Security configurations for deploying backup solution in the Bank premises
- The bidder should deploy the application by setting up role-based access restriction as per the Bank requirements
- The bidder should setup alert mechanism for generating automatic alerts through email/SMS
- The bidder should support Bank towards closing any Audit related vulnerability in the solution
- Any other equipment, devices required to install above hardware need to be provided and installed without any financial implications.
- Call logging facility to be made available on 24*7 basis
- Make and Model of the quoted products should be furnished.
- Part numbers for Hardware and System Software components should be furnished
- As and when OS, New Firmware Version is announced, Supplier has to inform the bank and install the same without any financial implications during Warranty and AMC period.
- The bidder should update the solution (HW & Backup solution) as and when any patches are being released by the OEM. Major upgrades would also be covered by the bidder at no additional cost to the Bank during the contract period.
- The bidder should install and reinstall the hardware at the location identified by the Bank as and when required by the Bank at no additional cost.
- The bidder will provide the complete documentation of the project both in hard copy and soft copy.
- Security of the solution: Bidder should ensure that the solutions proposed facilitate necessary security checks and validation processes for ensuring full-proof access to the systems. These security measures should be an integral part of the product.
- Power cables, Copper and Fiber cables to be supplied by the bidder as per the requirement of the Bank. Required length will be shared with the qualified bidders before Reverse Auction.
- Bidder should provide the Rack 'U' requirement for mounting the Hardware supplied by the bidder. Rack space will be provided by the Bank. The Power and cooling requirement along with Bandwidth requirement from Bank's DC to Microsoft Azure cloud will have to be provided by the bidder.

31) General Terms

- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid.
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.

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- Detailed documentation of installation and solution has to be provided after successful installation.
- Performance issues to be solved by the supplier without any additional cost to the bank.
- The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
- The service provider has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc
- The Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the Bidder and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the bidder shall be paid by the bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, subcontractors etc. The bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Bidder's employees, agents, contractors, subcontractors etc.

32) Indemnity Clause

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

33) IT ACT 2000

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

34) Right to alter quantities

The Bank may at its discretion,

- a) Increase the requirement up to 10% at the time of placing order with vendor and,
Or
- b) Decrease the requirement up to 10% at the time of placing order with vendor
- c) Repeat order can be placed within 1 year from the date of last supply date of original purchase order subject to no downward trend in prices and the cumulative



repeat order quantity should not exceed more than 100% of original quantity as mentioned in original purchase order.

35) Authorization Letter from OEM

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

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

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

37) Assignment

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity (without any cost to the Bank) and such an act shall not affect the obligations of the Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

38) Exit Requirements

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

39) Bank's right to accept/reject quote(s):

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

40) Negotiation:

The Bank reserves the right to further negotiate on the price offered, with the L1 Bidder.

41) Negligence

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

SECTION-IV
INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. GENERAL

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

2. INSTRUCTIONS

2.1. RULES FOR WEB PORTAL ACCESS

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.in/indianbank> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power, connectivity & technical glitches at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 3, however physical documents, to be submitted offline, can be submitted on the next working day up to 03.00 PM on next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.

11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

2.2. REGISTRATION

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

The following steps are to be followed during the registration process

- Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- Upload the scan copy of the PAN Card and GST Registration certificate
- Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- After verification by department/service provider, the id will be activated.
- At the first login, DSC details will be automatically captured by the system.
- Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

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

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

Support Desk Contact Details

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

2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

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

- Eligibility Criteria, along with all supporting documents required.
- All Annexures as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- All supporting documents and product literature in support of Technical specifications.
- Relevant brochures
- Compliance to Technical Specifications as per Technical Bid.
- Any other information sought by the Bank with relevant to this tender
(*Please refer checklist under Annexure of this tender for more details)

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

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

2.4. BID RELATED INFORMATION

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

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

2.5. OFFLINE SUBMISSIONS

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

DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned under point no. 8 of Schedule)

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

The bidder is requested to submit the original documents (as mentioned under point no. 5 of Schedule) in a Sealed Envelope on or before **11.10.2021, 03.00 PM** to the address mentioned under point no. 3 of schedule of this tender. The envelope shall be super scribed as "**Request for Proposal for Supply, Installation, Customization and Maintenance of On-Premises Backup Solution For E-Mails And Sharepoint Data Stored In Microsoft Azure Cloud**" and the words 'DO NOT OPEN BEFORE (11.10.2021, 03.30 PM)'.

2.6. OTHER INSTRUCTIONS

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

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

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

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



Ref: CO/ITD/1104/2021-22

SECTION-V
PART I - Functional and Technical Requirements

Date:

The Asst. General Manager
CO: Information Technology Department
Head Office, Indian Bank
No. 66, Rajaji Salai
Chennai 600 001.

Dear Sirs,

Sub: Request for Proposal for Supply, Installation, Customization and Maintenance of On-Premises Backup Solution for e-Mails and Sharepoint Data Stored in Microsoft Azure Cloud.

Ref: Your RFP No. CO/ITD/1104/2021-22 dated 17/09/2021

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

The details of Bank's existing environment are provided below. The same will be referred by the bidder for arriving at the solution requirement for the Bank:

S No	Description	Qty
1	Number of Mailboxes deployed for the Bank	21,009
2	Primary Mailbox Size for 21009 Users occupied in MS Cloud	42 TB
3	Archival Space Utilized by all the MS O365 users	25 TB
4	Sharepoint Space utilized by respective O365 users	600 GB
5	MS Teams Space utilized by respective O365 users	1.4 TB
6	Avg. Monthly data change rate for all the users.	2 TB

Technical Specification of On-premises Backup solution of e-Mails and SharePoint data stored in Microsoft Azure cloud:

S. No.	Specifications	Complied/ Not Complied
1	The MS Office 365 backup solution should be configured to support On-Premises backup for the Office 365 Mail, Sharepoint, OneDrive, Teams. Bank should be able to backup data of all the aforementioned applications from same solution instance and separate solution for different backup should not be quoted by the vendor.	
2	The IT infrastructure (Servers and Storage) required for deploying the application will have to be provided by the SI.	
3	The backup solution and Hardware is to be supplied with 3 years Warranty + 2 years AMC.	
4	The solution should provide functionality to perform daily and unattended scheduled automatic backups of data available in Microsoft Azure Cloud (Mail, Sharepoint, OneDrive, Teams)	
5	Bank's data should be directly fetched from the cloud to Bank's own premises without routing the data to any other cloud	

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Date: 17/09/2021

S. No.	Specifications	Complied/ Not Complied
	provider. The data should remain in India at all times including transit time.	
6	Proposed backup Solution should be licensed to cover all 22000 mailboxes (21009 Existing + 991 kept as Buffer for future requirement) used by the Bank. Proposed licensing metric should not restrict the Bank based on storage requirement for backup of data.	
7	The solution should support upgradation of storage at a later stage of time for supporting backup of additional data (not envisaged as part of this tender) from Microsoft cloud without any additional cost to the Bank.	
8	If User based licensing is proposed for the backup solution, Bank should have the flexibility to re-assign licenses when the licensed user exits the Bank on grounds of Retirement, Resignation, etc.. The data of such mail boxes to be retained as per the retention policy of the Bank and should not be deleted on reassignment of licenses	
9	The backup solution should support de-deduplication of data.	
10	The solution must have alert generation facility through e-mail/SMS in case of any issue during the backup process.	
11	The backup solution should be capable of backing up public folders hosted on Microsoft 365 servers.	
12	Should have in-built frequency and calendar-based scheduling system.	
13	The proposed backup solution should be capable of backing up Group Mailboxes without the need for additional licenses.	
14	Should support SharePoint Online Automatic Site discovery and protection to scale the backups with the environment.	
15	The proposed backup solution should support granularity in backups, i.e. it should be capable to include/exclude items from the backups.	
16	The proposed backup solution should provide complete security and efficiency of data protection by leveraging global deduplication, encryption, compression, and WAN-optimized replication.	
17	The proposed backup solution should provide additional security using 2FA / MFA for the backup application console to restrict unauthorized access to the backup management console	
18	The proposed backup solution should support backup consistency checks for guaranteed data recovery. The solution should have the option to run these tests on daily, weekly, monthly and the latest backups.	
19	The proposed backup solution should be provided for granular restores, like restore a single email, calendar invite, contact, notes, tasks, sharepoint documents, Onedrive, etc.	
20	The proposed backup solution should be provided for granular restores, like restore a sub-site, documents, Form Templates, Site Assets and Style Libraries.	
21	The proposed backup solution should support replication of the backups to a DR site, and it should be capable of exporting	

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Date: 17/09/2021

S. No.	Specifications	Complied/ Not Complied
	specific backups to the DR servers or even to widely used public or private clouds.	
22	The proposed backup solution should easily restore Office 365 data back to the Office 365 Server in case information was intentionally or accidentally deleted.	
23	The software should be able to generate logs & report e.g. de-duplication report, Data growth analysis report, Compute utilization report during backup etc.	
24	The proposed backup solution should support the backup of data to Bank's identified cloud vendor in the future.	
25	Bank presently has around 22,000 mailboxes and is likely to grow in number of users from time to time. Provided solution should not be limited in terms of scalability either from infrastructure or licensing methodology.	
26	The proposed backup solution must be able to restore data back to Microsoft cloud as and when required	
27	The solution must support Unlimited retention for the backed up data	
28	The solution should support role-based Access restriction. It should be able to integrate with Bank's existing AD for authentication.	
29	Solution should have the capability to support online auto-discovery of new mailboxes/ sites/ onedrive accounts to be added in a backup policy.	
30	Solution should be able to have flexibility of Storage target options like SAN, NAS, DAS, Object Storage, etc.	
31	Backup Data should be stored in a solution neutral file format, which should be able to be restored from any of the solution in the market.	
32	Flexible backup scheduling with customizable backup settings for backup frequency and backup window.	
33	Bank requires that all data be encrypted in transit and at rest.	
34	Mass recovery of multiple mailboxes/OneDrive/Teams should be available in a single restore job.	
35	Bank should have the flexibility to perform granular search with Advanced options like multiple search criteria and attributes/context based search options (eg. from, subject, name, creation date, etc.) Provides advanced search filter capability for items across multiple users	
36	The Solution should be licensed to support backups of Exchange Online, Sharepoint, One Drive for business and MS Teams. Bank should be provided with the highest level of licensing (in-case vendor has various licensing tiers or levels). Provided licenses should be for a contract period of 5 Yrs (Perpetual/Subscription) and there should not be any exit cost or limitations in data recovery at time for the backups created.	
37	Bank should have the capability to access reports for a) Licensing compliance or consumption statistics. b) Backup success and failure. c) Ad hoc and scheduled reporting facilities.	

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S. No.	Specifications	Complied/ Not Complied
38	The bank should be eligible for the highest level of support with a 24/7 critical support to be provided.	
39	The proposed solution should be able to integrate with Bank's existing Tape library to tape-out the backed up data. The backup should support Full copy as well as Incremental copy of the data.	
40	The proposed solution should be able to upgrade to support at-least 30,000 users of the Bank.	
41	The proposed solution should be able to sustain growth for next 5 years (inclusive of compute and storage requirements). The proposed solution should be designed using the parameters detailed above.	
42	The IT Infra to be sized in such a way that the performance of the solution does not degrade during the entire contract period. In case of any degradation in performance, the SI has to upgrade the IT Infra at no additional cost during the contract period.	
43	The proposed Hardware quoted by bidder for deploying the Backup solution should have below specifications: <ul style="list-style-type: none"> • Rack Mounted • Dual Power Supply • Redundant Cooling Fans • Dual Socket Servers (If Server is proposed) • Dual Controller Storage • Redundant (Card Level) 10 Gbps Ethernet and 16 Gbps Fiber ports. • Storage Capacity per disk should not be more than 10 TB. • The storage should be configured with RAID5/RAID6 with minimum 2 Global hot spare. 	

Bank will provide 100 Mbps MPLS connectivity between the Azure cloud and Bank DC.

List of deviations from the required specifications:

- 1)
- 2)

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

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

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

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

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

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

For

Office Seal
Place:
Date:

(Authorised Signatory)
Name:
Designation:
Mobile No:
Business Address:
Telephone No:
E-mail ID:



Ref: CO/ITD/1104/2021-22

PART - II

Commercial Bid (Price Breakup to be submitted after Online Reverse Auction)

To,

Date:

The Asst. General Manager
CO: Information Technology Department
Head Office, Indian Bank,
66, Rajaji Salai
Chennai 600 001.

Dear Sir,

Sub: Request for Proposal for Supply, Installation, Customization and Maintenance of On-Premises Backup Solution for e-Mails and Sharepoint Data Stored in Microsoft Azure Cloud.

Ref: Your RFP No. CO/ITD/1104/2021-22 dated 17/09/2021

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

S No.	Description	Qty	Unit Price*	Total Price*
		A	B	C=(A x B)
1.	Software Licenses with three years warranty to be quoted by bidder			
2.	Hardware with three years warranty (Server/storage/appliances) To be quoted by bidder			
3.	One time Installation and configuration			
4.	4 th Year AMC for Software Licenses			
5.	5 th Year AMC for Software Licenses			
6.	4 th Year AMC for Hardware (Server/storage/appliances)			
7.	5 th Year AMC for Hardware (Server/storage/appliances)			
Total				

Total Cost to be quoted in reverse auction = Rs.

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

Total Amount in words: Rupees _____

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

For

Office Seal



Ref: CO/ITD/1104/2021-22

Date: 17/09/2021

(Authorized Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:



Ref: CO/ITD/1104/2021-22

(ANNEXURES)

Annexure-I Bid Form

(Bidders are required to furnish the Bid Form on its letter head)

Date: _____

To,

Date:

The Asst. General Manager
CO: Information Technology Department
Head Office, Indian Bank
66, Rajaji Salai
Chennai 600 001.

Dear Sirs,

Sub: Request for Proposal for Supply, Installation, Customization and Maintenance of On-Premises Backup Solution for e-Mails and Sharepoint Data Stored in Microsoft Azure Cloud.

Ref: Your RFP No. CO/ITD/1104/2021-22 dated 17/09/2021

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

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

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 3% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, if required.

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

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

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

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

Dated thisday of 2021

Signature



Ref: CO/ITD/1104/2021-22

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....
.....
.....

Mobile:

Email



Ref: CO/ITD/1104/2021-22

Annexure -II

Self-Declaration – Blacklisting

To,

Date:

The Asst. General Manager
CO: Information Technology Department
Head Office, Indian Bank
66, Rajaji Salai
Chennai 600 001.

Dear Sirs,

Sub: Request for Proposal for Supply, Installation, Customization and Maintenance of On-Premises Backup Solution for e-Mails and Sharepoint Data Stored in Microsoft Azure Cloud.

Ref: Your RFP No. CO/ITD/1104/2021-22 dated 17/09/2021

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

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



Ref: CO/ITD/1104/2021-22

Annexure-III

Contract Form

(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made theday of.....2021 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids vide RFP No. for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Functional & Technical Specifications;
 - (d) the Conditions of Contract;
 - (e) the Purchaser's Notification of Award/Purchase Order.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

Ref: CO/ITD/1104/2021-22

Date: 17/09/2021

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

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

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

said (For Indian Bank)

in the presence of:

Signed, Sealed and Delivered by the

said (For the supplier)

in the presence of:.....



Ref: CO/ITD/1104/2021-22

Annexure-IV

Performance Security Format

Bank Guarantee No.

Date:

To,

Date:

The Asst. General Manager
CO: Information Technology Department
Head Office, Indian Bank
66, Rajaji Salai
Chennai 600 001.

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

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

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

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

This guarantee is valid until theday of.....20__

Signature of Authorized Official with Seal

.....

Date.....2021

Address:

.....

.....

NOTE:

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



Ref: CO/ITD/1104/2021-22

Annexure-V
Bid Security Declaration

To,

Date:

The Asst. General Manager
CO: Information Technology Department
Head Office, Indian Bank
No. 66, Rajaji Salai
Chennai 600 001.

Dear Sirs,

Sub: Request for Proposal for Supply, Installation, Customization and Maintenance of On-Premises Backup Solution for e-Mails and Sharepoint Data Stored in Microsoft Azure Cloud.

Ref: Your RFP No. CO/ITD/1104/2021-22 dated 17/09/2021

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

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



Ref: CO/ITD/1104/2021-22

Annexure - VI
Manufacturers' Authorization Form

No. Date

To

The Asst. General Manager
CO: Information Technology Department
Head Office, Indian Bank
No. 66, Rajaji Salai
Chennai 600 001.

MAF for RFP Ref. No. CO/ITD/1104/2021-22 dated 17/09/2021

Dear Sir,

We _____ who are established and reputable manufacturers/developer of _____ (*name of product offered*) do hereby authorize M/s _____ (*Name and address of Agent*) to submit a Quote, and sign the contract with you for the solution offered by us against the above RFP (Request for Proposal).

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

Yours faithfully,

(Name)

(Name of OEM)

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



Ref: CO/ITD/1104/2021-22

Annexure-VII
Non-Disclosure Agreement

THIS AGREEMENT made and entered into aton this theday of.....2021 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

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

WHEREAS

The Bank is inter-alia engaged in the business of banking and intends to procure On-Premises Backup Solution for e-Mails and Sharepoint Data Stored in Microsoft Azure Cloud.

M/s..... Limited has been engaged in the business of providing the services for On-Premises Backup Solution for e-Mails and Sharepoint Data Stored in Microsoft Azure Cloud.

The parties have entered into agreement dated _____ for providing the services for On-Premises Backup Solution for e-Mails and Sharepoint Data Stored in Microsoft Azure Cloud (herein after referred to as "purpose") and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

Confidential Information means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

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

2. Use of Confidential Information

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

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized



above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

Upon written request by the Bank, the Supplier shall:

- (i) cease using the Confidential information,
- (ii) return the Confidential Information and all copies, notes or extracts thereof to the Bank within seven (7) business days of receipt of request and
- (iii) confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph."

3.Exemptions

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

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

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

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

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

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

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

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

4. Term

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

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

Ref: CO/ITD/1104/2021-22

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6. Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

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

8. Entire agreement

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

9. Severability

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

10. Dispute resolution mechanism

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

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

11. Jurisdiction

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

12. Indemnity clause

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



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13. Governing laws

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

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

BANK

M/s



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ANNEXURE – VIII
Declaration for MSME Benefits

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

To,

Date:

The Asst. General Manager
CO: Information Technology Department
Head Office, Indian Bank
No. 66, Rajaji Salai
Chennai 600 001.

Dear Sir,

Sub: Request for Proposal for Supply, Installation, Customization and Maintenance of On-Premises Backup Solution for e-Mails and Sharepoint Data Stored in Microsoft Azure Cloud.

Ref: Your RFP No. CO/ITD/1104/2021-22 dated 17/09/2021

This has reference to our bid submitted in response to above Request for Proposal (RFP), We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost

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

Yours Sincerely

For M/s _____

Signature
Name:
Designation: Director/Company Secretary
Place:
Date:
Seal & Stamp



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ANNEXURE-IX

Declaration On Procurement from a Bidder of a Country Which Shares a Land Border with India
(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING / CERTIFICATE ON ITS LETTER HEAD)

To,

Date:

The Asst. General Manager
CO: Information Technology Department
Head Office, Indian Bank
No. 66, Rajaji Salai
Chennai 600 001.

Dear Sir,

Sub: Request for Proposal for Supply, Installation, Customization and Maintenance of On-Premises Backup Solution for e-Mails and Sharepoint Data Stored in Microsoft Azure Cloud.

Ref: Your RFP No. CO/ITD/1104/2021-22 dated 17/09/2021

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

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



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ANNEXURE-X

Proforma of Installation Certificate for issue by The Bank After Completion of Implementation of Project

Date:

Sub: Certificate of Completion of Implementation of On-Premises Backup Solution for e-Mails and Sharepoint Data Stored in Microsoft Azure Cloud.

Ref: Purchase Order No.

1. This is to certify that the phase___ as detailed below has/have been implemented successfully covering delivery of all the deliverables for the phase (subject to remarks in Para No. 2). The same has been installed and commissioned.

- (a) Contract No._____ dated _____
(b) Description of the phase _____
(c) Deliverables in the phase _____
(d) Date of Initiation of Phase _____
(e) Date of commissioning and proving test _____

2. Details of deliverables not yet supplied and recoveries to be made on that account:

S.No. Description Amount to be recovered

3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms

4. The supplier has fulfilled its contractual obligations satisfactorily for phase ___ of the project*

or

The supplier has failed to fulfil its contractual obligations with regard to the following:

- (a) _____
(b) _____
Signature _____
Name _____
Designation with date and stamp _____

*Explanatory notes for filling up the certificates:

(a) The Supplier has adhered to the time schedule specified for the phase in the contract in despatching the documents pursuant to Technical Specifications.

(b) The Supplier has supervised the commissioning of the deliverables in time i.e. within the period specified in the contract from the date of initiation of phase in respect of the installation and completion of respective phase.

(c) In the event of documents having not been supplied or installation and commissioning of the phase have been delayed on account of the supplier, the extent of delay should always be mentioned.



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ANNEXURE-XI
Certificate of Local Content as per Make in India Guidelines

To,

Date:

The Asst. General Manager
CO: Information Technology Department
Head Office, Indian Bank
No. 66, Rajaji Salai
Chennai 600 001.

Dear Sir,

Sub: Request for Proposal for Supply, Installation, Customization and Maintenance of On-Premises Backup Solution for e-Mails and Sharepoint Data Stored in Microsoft Azure Cloud.
Ref: Your RFP No. CO/ITD/1104/2021-22 dated 17/09/2021

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

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

S.No.	Make and Model	Name of Place

This certificate is submitted in reference to the Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 & its amendments (if any), referred to hereinabove.

For Bidder

For OEM

Signature of authorised signatory

Signature of authorised signatory

Name and Designation:

Name and Designation:

Seal:

Seal:

Date:

Date:



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CHECKLIST

S. No.	Criteria	Documents to be submitted as proof
1	The Bidder should be Limited Company and should be in existence in India for the last 3 years (as on 31.03.2021). In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original limited company can be taken into account	Copy of Certificate of Incorporation
2	The bidder should be OEM / authorized partner for the software quoted for (Proof to be submitted). Either OEM or authorized partners of OEM can bid in a tender but not both.	MAF has to be submitted as per Annexure-VI
3	The Bidder should have earned Net Profit during each of the last three financial years of the bidder. i.e. 2018-19, 2019-20 and 2020-21	Copy of Audited Balance Sheet.
4	The Annual turnover should be more than Rs. 5.00 crores for the last three financial years of the bidder (2018-19, 2019-20 and 2020-21)	Copy of Audited Balance Sheet.
5	The bidder/OEM should have implemented the quoted solution in at least 3 organizations during last three years and at least one implementation should be for backing up of more than 20,000 mail boxes of Microsoft O365 (Azure Cloud) in a single implementation (reference to be provided).	Documentary proof (Purchase Order copy and Satisfactory letter from the organization) has to be submitted.
6	OEM(s) should also provide certificate that the solution offered will not go 'End of Sale' in the next two years and 'End of support' for a minimum of 6 years	Letter from OEM to be submitted
7	The Bidder should not have been blacklisted by any Government Dept./PSU/Banks currently.	Self-Declaration as per the format given in Annexure-II should be attached.
8	The Bidder should have Office in Chennai.	Address proof to be provided on letter head
9	Bidder should produce letter from respective OEM(s) confirming back to back support and availability.	Letter from OEM to be submitted.
10	Technical Compliance	Compliance to be given as per Part – I
11	Bid Security Declaration	Bid Security Declaration as per Annexure-V
12	Bid Form	As per Annexure-I
13	Bidder & OEM must have Online portal and e-mail facilities for lodging & tracking of complaints.	Details to be provided on OEM's letter head
14	Escalation Matrix of Bidder	Escalation Matrix of Bidder to be submitted on bidder's letter head
15	Declaration regarding Land Border Compliance	Declaration to be submitted as per Annexure-IX
16	Declaration regarding MSME Benefits (If Applicable)	Declaration to be submitted as per Annexure-VIII

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Date: 17/09/2021

17	Indicative Commercial Bid	Indicative Commercial Bid as per Part-II
18	Certificate Regarding Local Content	To be submitted as per Annexure-XI
19	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder