

REQUEST FOR PROPOSAL (RFP)
For
Procurement of SD-WAN Solution (Phase-II) at
Data Center and Branches/offices

(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/56:
February 09, 2023)

Dy. General Manager
Vendor Management Group, Information Technology
Department
IDBI Bank Limited,
IDBI Annex Building, Plot No: 39-41,
Sector 11, CBD Belapur,
Navi Mumbai - 400614.
Tel. No. 022 – 6670 0737/ 6740 1738



Contents

INVITATION TO BID.....	6
DISCLAIMERS.....	7
SCHEDULE OF EVENTS.....	9
SECTION 1.....	11
A. INTRODUCTION.....	11
1. OVERVIEW.....	11
2. OBJECTIVE.....	11
3. ELIGIBILITY CRITERIA.....	11
B. RFP BIDDING DOCUMENTS.....	12
1. COST OF BIDDING.....	12
2. DOCUMENTS CONSTITUTING THE RFP.....	12
3. CLARIFICATION IN BID DOCUMENT.....	12
C. PREPARATION & SUBMISSION OF RFP.....	13
1. LANGUAGE OF RFP.....	13
2. GENERAL INSTRUCTIONS.....	13
3. BID FORM:.....	14
4. DEADLINE FOR SUBMISSION OF RFP.....	15
5. MODIFICATION AND WITHDRAWAL OF BIDS.....	15
6. PERIOD OF VALIDITY OF INDICATIVE BID PRICE:.....	15
7. EARNEST MONEY DEPOSIT (EMD).....	15
8. PERFORMANCE BANK GUARANTEE (PBG).....	16
D. OPENING AND EVALUATION OF RFP.....	17
1. PRELIMINARY CHECK.....	17
2. BID EVALUATION CRITERIA.....	17
3. TECHNICAL BID EVALUATION.....	18
4. COMMERCIAL BID EVALUATION.....	20
5. ONLINE REVERSE AUCTION (ORA).....	20
6. BANKS' RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.....	20
7. ACCEPTANCE OF BID.....	20
8. SIGNING OF CONTRACT.....	21
SECTION 2.....	22

1.	SCOPE OF WORK	22
2.	ACCEPTANCE TEST.....	33
3.	SERVICE LEVEL EXPECTATIONS DURING WARRANTY & AMC PERIOD	33
4.	PENALTY (DELIVERY & INSTALLATION RELATED)	36
5.	PENALTY (WARRANTY SUPPORT RELATED)	37
6.	PENALTY (AMC RELATED)	40
7.	PENALTY FOR NON-PREVENTIVE MAINTENANCE (WARRANTY/AMC)	42
8.	PENALTY (ONSITE/RESIDENT RESOURCE RELATED).....	43
9.	REPORTS TO BE SUBMITTED BY SELECTED BIDDER	44
10.	DELIVERY & ISNTALLATION OF SDWAN SOLUTION	45
11.	SPARE PARTS	46
12.	TYPE OF SUPPORT	46
2.	CONTRACT PERIOD.....	47
3	THE DETAILS OF DOCUMENTS TO BE FURNISHED BY THE BIDDER ARE SPECIFIED HEREUNDER:.....	48
4	WARRANTY.....	48
5	ANNUAL MAINTENANCE CONTRACT (AMC)	49
6	PAYMENT TERMS	49
SECTION 3	54
1.	DEFINITIONS:.....	54
2.	INTERPRETATION:	55
3.	CONDITIONS PRECEDENT.....	55
4.	STANDARD PERFORMANCE:	56
5.	USE OF CONTRACT DOCUMENTS AND INFORMATION:	56
6.	INDEMNITY.....	56
7.	INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS	56
8.	INSPECTION & QUALITY CONTROL TESTS/CHECK.....	57
9.	MANUALS.....	57
10.	ACCEPTANCE CERTIFICATES	57
11.	INCIDENTAL SERVICES:.....	58
12.	CHANGE ORDERS / ALTERATION / VARIATIONS	58
13.	CONTRACT AMENDMENT	59
14.	LIQUIDATED DAMAGES.....	59
15.	DEFICIENCY IN THE BIDDER'S PERFORMANCE.....	59

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

16. DISPUTE RESOLUTION	60
17. ADDRESS FOR NOTICE	60
18. TAXES & DUTIES	61
19. SELECTED BIDDER INTEGRITY.....	62
20. SELECTED BIDDER OBLIGATION	62
21. SURVIVAL.....	62
22. NO SET-OFF, COUNTER-CLAIMS, CROSS-CLAIMS.....	62
23. THE TRI-PARTITE AGREEMENT	63
24. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS	63
25. STATUTORY REQUIREMENTS	63
26. PURCHASER’S RIGHT OF INSPECTION AND PERIODIC AUDIT	64
27. CONTRACT PRICE.....	64
28. INFORMATION SECURITY	64
29. OWNERSHIP AND RETENTION OF DOCUMENTS.....	65
30. DATA AND HARDWARE	65
31. REPRESENTATIONS AND WARRANTIES.....	66
32. CONFIDENTIALITY.....	67
33. TERM AND EXTENSION OF THE CONTRACT	68
34. CONFLICT OF INTEREST	69
35. FRAUD & CORRUPT PRACTICES.....	70
36. TERMINATION	70
37. CONSEQUENCE OF TERMINATION	71
38. PUBLICITY	72
39. NO ASSIGNMENT.....	72
40. RELATIONSHIP BETWEEN THE PARTIES.....	72
41. ENTIRE CONTRACT	72
42. JURISDICTION OF COURT	72
43. “NO CLAIM” CERTIFICATE	73
44. COMPLETION OF CONTRACT	73
45. INSURANCE	73
46. LIMITATION OF LIABILITY	73
47. FORCE MAJEURE	74
48. PRE CONTRACT INTEGRITY PACT	75
SECTION 4	76

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

1. TECHNICAL BID FORM (ANNEXURE-1)	76
2. INDICATIVE COMMERCIAL BID (ANNEXURE-2)	78
3. PRICE SCHEDULE – FORMAT (ANNEXURE-3).....	82
4. FORMAT OF POWER-OF-ATTORNEY (ANNEXURE – 4)	83
5. UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP (Annexure – 5).....	84
6. SELF DECLARATIONS (ANNEXURE – 6)	84
7. MANUFACTURERS AUTHORIZATION FORM OEM (ANNEXURE – 7)	87
8. CONTRACT FORM (ANNEXURE – 8).....	88
9. PERFORMANCE BANK GUARANTEE FOR WARRANTY PERIOD (ANNEXURE – 9).....	90
10. PERFORMANCE BANK GUARANTEE FOR AMC PERIOD (ANNEXURE – 10)	93
11. NON-DISCLOSURE AGREEMENT (ANNEXURE – 11)	96
12. DEED OF INDEMNITY (ANNEXURE – 12)	99
13. ACCEPTANCE CERTIFICATE (ANNEXURE – 13).....	102
14. LETTER FOR REFUND OF EMD (ANNEXURE – 14).....	103
15. TECHNICAL SPECIFICATIONS (ANNEXURE – 15).....	105
16. INFORMATION SECURITY CERTIFICATE (ANNEXURE – 16).....	118
17. PRE – BID QUERIES (ANNEXURE – 17).....	118
18. ELIGIBILITY CRITERIA COMPLAINT SHEET (ANNEXURE – 18).....	120
19. BIDDER PROFILE (ANNEXURE – 19).....	124
20. PRE INTEGRITY PACT (ANNEXURE-20)	125
21. SERVICE LEVEL AGREEMENT (ANNEXURE-21).....	130
22. LIST OF DOCUMENTS TO BE SUBMITTED IN RESPONSE TO THE RFP (ANNEXURE-22).....	133
23. INSTRUCTIONS TO BIDDER – ONLINE MODE (ANNEXURE-23)	134
24. BUYBACK OFFER (ANNEXURE-24)	135
25. INSTALLATION AND BUYBACK REPORT (ANNEXURE-25)	136

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

INVITATION TO BID

In order to fulfill the requirement of Supply, Installation, Commissioning and Maintenance of Software Defined-Wide Area Network (SD-WAN) Equipment at IDBI Branches/Offices of IDBI Bank Limited, a Company incorporate and registered under Companies Act, 1956 (1 of 1956) and a Company within the meaning of Section 2(20) of Companies Act, 2013 (18 of 2013) and a Banking Company under Banking Regulation Act, 1949 with CIN L65190MH2004GOI148838 and having its Head Office, IDBI Towers World Trade Center Complex, Cuffe Parade, Colaba Mumbai 400005 (hereinafter referred to as "IDBI Bank" / "the Bank") proposes to invite Request For Proposal ("RFP") tenders from established organizations (hereinafter referred to as "Bidder") who are capable and willing to undertake RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES as required by the Bank within the given timeline in an efficient manner and as per details listed out in this document.

The RFP document will be available at the Bank's website www.idbibank.in under the section "Notices & Tenders."

The RFP bid document should be submitted through electronic mode through the e-Tendering Portal (<https://c1.eproc.in>):

The RFP bid document should be submitted to the office of or online tendering:

Dy. General Manager
Vendor Management Group, Information Technology Department
IDBI Bank Limited,
IDBI Annex Building, Plot No: 39-41,
Sector 11, CBD Belapur,
Navi Mumbai - 400614.
Tel. No. 022 – 6670 0737
Email: dgm.itvmg@idbi.co.in

- Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- All Bids must be accompanied by Earnest Money Deposit (EMD) as specified in the Bid document.
- The Bank reserves the right to change/modify the dates/terms & conditions without assigning any reasons, mentioned in this RFP document as per its requirement, which will be communicated to the Bidders through IDBI Bank's Website.
- The information provided by the bidders in response to this RFP document will become the property of IDBI Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the Bidders and such amendments will be binding on them.
- **It is highly recommended that the bidders are instructed to submit their bids well within time instead of waiting till the last date to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither IDBI Bank nor C1 India Pvt. Ltd. (C1 India) will be responsible for such eventualities.**
- **All the documents to be submitted duly digitally signed by competent authority as per Bank's prescribed format only.**
- The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank website (www.idbibank.in) and e-Tendering Portal (<https://c1.eproc.in>).

DISCLAIMERS

This RFP document has been prepared solely for the purpose of enabling IDBI Bank to appoint a vendor for RFP for Procurement of SD-WAN Solution (Phase-II) at Data Centre and Branches/offices.

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

This RFP is neither an agreement nor an offer and it is only an invitation by the 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 advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be intimated or made accessible to all Bidders on the official website of IDBI Bank. Any information contained in this document will be superseded by any later written information on the same subject made available / accessible to all recipients by IDBI Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IDBI Bank does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, IDBI Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document.

IDBI Bank reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of IDBI Bank shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

Bids not satisfying the procedure prescribed in the tender document will be treated as invalid and rejected summarily.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank's website www.idbibank.in (Notices and Tenders) for any changes / development in relation to this RFP. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank website and e-Tendering Portal (<https://c1.eproc.in>).

SCHEDULE OF EVENTS

Sr. No	Particulars	Time / Date / Other Details
1.	RFP Reference	IDBI-Bank/ITD/VMG/RFP/22-23/56
2.	Date of commencement of Bidding process (Issue of RFP)	February 09, 2023
3.	Last date and time for receipt of written queries/e-mail for clarification from Bidders	February 16, 2023 up to 18:00 hours
4.	Online Pre-Bid meeting Date & Time.	<p>February 21, 2023 up to 18:00 hours</p> <p>Bidders have to register themselves by sending following details to bank official mail id's mentioned below. Only two representatives from each bidder will be allowed to participate.</p> <p>Company Name: OEM: Representative Name: Designation: Email ID: Contact:</p> <p>Note: The Prebid meeting invite will be shared only with the registered bidders through email</p>
5.	Last Date & Time for Bid submission.	<p>March 09, 2023 up to 16:00 hours</p> <p>The bid documents have to be submitted through electronic mode through the e-Tendering Portal (https://c1.eproc.in).</p> <p>Please refer the instructions to the bidders for online mode (Annexure-23).</p>
6.	Date and Time for opening of Bid	<p>March 09, 2023 at 16:30 hours</p> <p>The bid documents have to be opened through electronic mode through the e-Tendering Portal (https://c1.eproc.in).</p>
7.	Schedule for Online Reverse Auction	Date & Time will be intimated to the shortlisted bidders
8.	Place of opening of Bids / Pre – bid meeting / Communication	<p>Dy. General Manager Vendor Management Group, Information Technology Department IDBI Bank Limited, IDBI Annex Building, Plot No: 39-41, Sector 11, CBD Belapur, Navi Mumbai - 400614. Tel. No. 022 – 6740 1738/022-6670 0737 Email: dgm.itvmg@idbi.co.in</p>

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

9.	Bid Fee	Non Refundable fee of Rs. 25,000/- (Rupees Twenty Five Thousand only) + GST (Currently 18% GST).
10.	Earnest Money Deposit (EMD)	Rs.20,00,000/- (Rupees Twenty Lakh only). To be deposited separately.
11.	Submission of Bid Fee & EMD	Bid Fee & EMD must be deposited by the Bidder through electronic mode (NEFT) to IDBI Bank's Operations Suspense Account No. - 18337000010052, IFSC Code – IBKL0000183 at its branch situated at Belapur, Mumbai 400614. Bid not accompanied with Receipt on submission of Bid Fee & EMD will not be considered. Note: Bid fee and EMD amount to be deposited separately.
12.	Security Deposit/PBG	Selected Bidder will have to give two Security Deposit of 3% of the contract value in the form of Performance Bank Guarantee (PBG) Issued by a scheduled commercial bank (other than IDBI Bank Ltd) with a validity, claim period, other terms and date of submission of PBG as conveyed by the Bank as follows: a) PBG for implementation and warranty period with a validity of 24 months (12 months warranty period + 12 months claim period) from the date of issue of PBG, b) PBG for AMC period with validity of 24 months (12 months AMC period + 12 months claim period) and directly forwarded to the Bank. Fresh PBG to be submitted by the Selected Bidder for PO issued for AMC of each year.

1. This Bid document is the property of the Bank & is not transferable.
2. This bid document has **136** pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.
4. No queries will be admitted after the date and time mentioned in this schedule.

SECTION 1

A. INTRODUCTION

1. OVERVIEW

1.1. IDBI Bank Ltd is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a company under section 2 (20) of Companies Act 2013 (18 of 2013) and Banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No.L65190MH2004GOI148838. The Bank is also a scheduled bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. The Bank is engaged in providing finance and conducting banking business.

2. OBJECTIVE

The purpose of this RFP is to invite proposal from eligible entities of repute for Supply, install, commission and maintenance of Software Defined-Wide Area Network (SD-WAN) equipment at IDBI Datacenters- Mumbai and Chennai, and IDBI branches / offices as per as per Scope of Work and Technical Specifications defined in the RFP. The total quantity requirements may vary by **25%** on either side of the projected requirements.

Bidder shall carry out the mentioned works strictly in accordance with the requirements detailed under the Scope of Work of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document and to complete the work duly operable and safe as per the best industry practice.

3. ELIGIBILITY CRITERIA

All eligibility requirements mentioned in [\(Annexure-18\)](#) should be complied by the Bidders as applicable and relevant supporting documents should be submitted for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected.

Non-compliance of any of the criteria can entail rejection of the Bid. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

B. RFP BIDDING DOCUMENTS

1. COST OF BIDDING

- 1.1. The cost of RFP / Bid document as mentioned in the **Scheduled of Events**.
- 1.2. The cost mentioned above should be paid through NEFT as mentioned in the Schedule of Events and copy of NEFT receipt/UTR Number to be submitted along with Bid Document.
- 1.3. In case, the RFP/Bid Document is downloaded from IDBI Bank's website www.idbibank.in, the cost as mentioned above should be paid along with the submission of the Bid. Bids received without the Cost shall be summarily rejected. The Cost is non-refundable.
- 1.4. It is hereby clarified that the amounts so paid towards Cost of this RFP is not earnest money / security deposit and shall not be adjusted against any amounts paid/ payable by the Bidder.
- 1.5. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

2. DOCUMENTS CONSTITUTING THE RFP

- 2.1. This RFP provides overview of the requirements, bidding procedures and contract terms. It includes Invitation to Bid, Disclaimers, Instructions for Bidders ([Section - 1](#)), Terms & Conditions of Contract ([Section - 2](#)) and various Annexures ([Section - 4](#)). The Bidder must conduct its own investigation and analysis regarding any information contained in this RFP, its meaning and impact of that information.
- 2.2. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the Bid Document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect shall be at the Bidder's own risk and may result in rejection of the Bid and for which the Bank shall not be held responsible. Any decision taken by IDBI Bank as to completeness of the Bid and/or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be question / challenged by the Bidder(s).

3. CLARIFICATION IN BID DOCUMENT

- 3.1. Any prospective Bidder requiring clarification of the Bid Document may notify Bank in format indicated at [Annexure 17](#). Bank will r
- 3.2. Respond to any request for clarification of the Bid Document received not later than the dates prescribed in schedule of events. Bank's response (including an explanation of the query but without identifying the source of inquiry) will be posted on Bank's website or / and through an email.

C. PREPARATION & SUBMISSION OF RFP

1. LANGUAGE OF RFP

1.1. The RFP responses (Bid) prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English.

2. GENERAL INSTRUCTIONS

2.1. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to the Bank for necessary clarifications and / or confirmation.

2.2. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall sign each page of the Bid Documents, the Bank's response to Pre-bid queries and Corrigendum's, if any.

2.3. The Bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations. The Bid submitted in case of a consortium shall be rejected without assigning any reason thereof.

2.4. The Bid shall contain the full name, address, telephone no.(mobile no and landline), and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid transaction and also to enable the Bids to be returned unopened in case it is declared "Late". No indications pertaining to price, financial or commercial terms are to be made on the envelopes.

2.5. The Bid should be a complete document and should be bound as a volume. The document should be printed on both sides with page numbers and with separation for chapters appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

2.6. The bid response, duly addressed to Deputy General Manager, IT Department (VMG), IDBI Bank Limited must be accompanied by cost of Bid Document and EMD as specified and must be submitted in person or online tendering to the IDBI Bank representative on or before the due date and at the address specified in the Schedule of Event. The bid documents have to be submitted through electronic mode through the e-Tendering Portal (<https://c1.eproc.in>) on or before due date.

2.7. The Bid forms and the documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be requested by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

2.8. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

2.9. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.

2.10. The Bank reserves the right to adjust arithmetical or other error

2.11. s in the bid, in the manner in which Bank considers appropriate or deems fit. Any adjustments so made by Bank shall be stated to the Bidder, if Bank makes an offer to accept his bid. The final decision as to

any error manifest or otherwise shall be at the sole discretion of Bank and shall be final, conclusive and binding on the Bidder.

2.12. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by Bank. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

2.13. The Bidder shall prepare the Bid based on details provided in the Bid documents. It must be clearly understood that the quantities and specifications are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by Bank.

2.14. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.

2.15. The Bank reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring Bank to do the aforesaid.

2.16. The Technical Bid shall contain no financial / commercial details. Proposals with Technical Bid containing prices shall be rejected outright. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

2.17. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to Selected Bidder(s).

2.18. The Bidder shall not make any request for modifications/amendments in the prescribed formats of legal documents, whether annexed in the RFP documents or not.

2.19. Any effort by a Bidder to influence Bank's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.

2.20. The Bid Documents may be downloaded from our website www.idbibank.in (Notices and Tenders) and submitted at the address mentioned in the Schedule of Events.

2.21. The RFP bid document should be submitted through electronic mode through the e-Tendering Portal (<https://c1.eproc.in>).

2.22. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank e-Tendering Portal (<https://c1.eproc.in>).

3. BID FORM:

3.1. Bidder Qualification

a) The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and the Principal Officer.

b) It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as Constituted Attorney of the firm / company.

c) The Bidder shall sign the bid with the exact name of the firm / Company to whom the contract is to be issued. The Bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer.

d) The Bidder shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity and also source of his ability to bind the bidder.

e) The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. Bank may reject outright any Bid not supported by adequate proof of the signatory's authority.

4. DEADLINE FOR SUBMISSION OF RFP

4.1. Bids must be received by the Bank at the address specified, no later than the date & time specified in the "[Schedule of Events](#)" in Invitation to Bid.

4.2. In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

4.3. The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

4.4. Any Bid received after the deadline for submission of Bids prescribed will be rejected and returned unopened to the bidder.

5. MODIFICATION AND WITHDRAWAL OF BIDS

5.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

5.2. No Bid may be modified after the deadline for submission of Bids.

5.3. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

6. PERIOD OF VALIDITY OF INDICATIVE BID PRICE:

6.1. Indicative Bids should be valid for **180 (One Hundred Eighty)** days from the last date for submission. A Bid valid for a shorter period may be rejected by the Bank as non-responsive. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

6.2. The Bank may, at its discretion, solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or email. However, any extension of validity of bids will not entitle the bidder to revise/ modify the bid document. The EMD provided shall also be suitably extended. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

6.3. The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

7. EARNEST MONEY DEPOSIT (EMD)

7.1. The Bidder shall furnish, as part of its Bid, an EMD as mentioned in the **Schedule of Events**.

7.2. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if Selected Bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.

7.3. If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.

7.4. The EMD shall be deposited through NEFT denominated in Indian Rupees only.

- 7.5. Any bid not accompanied with the requisite EMD i.e. NEFT details shall be treated as nonresponsive and is liable to be rejected.
- 7.6. Any bid not accompanied with the requisite EMD shall be treated as nonresponsive and is liable to be rejected.
- 7.7. No interest is payable on the amount of EMD.
- 7.8. The EMD of the non-Selected Bidders shall be returned after notification of award but not later than 30 (thirty) days after the conclusion of the contract.
- 7.9. The Selected Bidder's EMD will be discharged upon the Selected Bidder signing the contract and submitting the Security Deposit as mentioned in the **Schedule of Events**.
- 7.10. All the bidders are required to submit the EMD refund request in the format as per **Annexure- 14** given in the RFP.

8. PERFORMANCE BANK GUARANTEE (PBG)

- 8.1. In addition to the EMD mentioned in this tender notice, Bank has decided to obtain PBG.
- 8.2. Selected Bidder will have to give two Security Deposit of 3% of the total contract value/as per PO issued by the Bank in the form of Performance Bank Guarantee (PBG) Issued by a scheduled commercial bank (other than IDBI Bank Ltd) as follows
 - a) PBG for implementation and warranty period with a validity of 24 months (12 months warranty period + 12 months claim period) from the date of issue of PBG,
 - b) PBG for AMC period with validity of 24 months (12 months AMC period + 12 months claim period) and directly forwarded to the Bank. Fresh PBG to be submitted by the Selected Bidder for PO issued for AMC of each year.
- 8.3. The PBG will have to be renewed / resubmitted with fresh validity of twenty four months (includes 12 months supplementary contract period and a claim period of 12 months at the end of Contract Period and / or in case of extension of the contract. Previous PBG will be returned only when the renewed PBG is received by the Bank. In case of non-submission of renewed PBG, the earlier PBG will be invoked.
- 8.4. The Security Deposit (SD) with the bank shall be returned only after the successful completion of the period of contract & in case of any loss to the bank due to non-compliance of the terms & condition as agreed between the parties; the SD shall be liable to be forfeited straight away.
- 8.5. The Selected Bidder shall furnish the PBG within 15 days of the receipt of acceptance of Purchase Order/LOI (PO) by Bank, as per the format at **Annexure 9 & Annexure 10**.
- 8.6. The proceeds of the performance security shall be payable to Bank as compensation for any loss or damage resulting from the Bidder's failure to complete its obligations under and in accordance with the Contract.
- 8.7. Penalties, if any will be recovered from the PBG. In case PBG amount decreases from the initial deposit level due to penal deductions, etc., it shall be made up / replenished back to the initial amount deposited within 7 days of such penal deductions, etc. being affected.

D. OPENING AND EVALUATION OF RFP

The bid documents have to be opened through electronic mode through the e-Tendering Portal (<https://c1.eproc.in>) as per the date, time & locations mentioned under the clause in the "Schedule of Events".

1. PRELIMINARY CHECK

1.1. The RFP will not be construed as any contract or arrangement which may result from the issue of this RFP or any investigation or review carried out by any Bidder. The Bidder acknowledges by submitting their response to this RFP that it has not relied on any information, representation, or warranty given in this RFP.

1.2. Bank will examine the Bids to determine whether they are complete, whether any computational/arithmetical errors have been made, whether required Bid Security has been furnished, whether the Bid Documents have been properly signed, and whether the Bids are generally in order.

1.3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, the Bid will be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder. If there is a discrepancy between words and figures, the amount in words will prevail.

1.4. A Bid determined as not substantially responsive will be rejected by Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.5. Bank may waive any minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

1.6. The Bank reserves the right to accept or reject in full any or all the Bids without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

1.7. The Bank reserves the right to re-issue / re-commence / cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Bank shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. Bank further reserves the right to re-issue /re-commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

1.8. During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

1.9. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

2. BID EVALUATION CRITERIA

2.1. To meet Bank's requirements, as spelt out in this Bid Document, the selected Bidder must have the requisite experience and expertise in providing services in the field of information and communication

technology, the technical know-how, and the financial ability that would be required to successfully set-up the required infrastructure and provide the services sought by Bank.

2.2. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Document. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Document, is liable for rejection. Any decision of IDBI Bank Ltd in this regard shall be final, conclusive and binding on the Vendor.

2.3. The Indicative Commercial Bid will be opened only for those Bidders whose Technical Bid is cleared, accepted and technically qualified in the evaluation. The Bidders are not invited for opening of Indicative bid.

2.4. The Indicative cost will be used as a reference cost for scheduling ORA. Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. At any time during the process of Bid evaluation, Bank may seek specific clarifications from any or all Bidders.

3. TECHNICAL BID EVALUATION

3.1. A screening committee constituted by IDBI Bank for the purpose of selection of the Selected Bidder, would evaluate Bids.

3.2. The proposals will be evaluated in three stages. In the first stage, i.e. General Eligibility and Evaluation, of the Bidders will be done. In the second stage, technical evaluation for the proposed SDWAN solution will be carried out and in the third stage, commercial bids would be evaluated.

3.3. The functional and technical specifications are in a form of a table as provided in **Annexure - 15**, which contains the required functionality features. Bidder's responses against each functionality as detailed therein would be evaluated for the next process i.e. Commercial evaluation & ORA.

3.4. **The vendor needs to provide valid and relevant proof for the claims made regarding the evaluation parameters mentioned in Annexure-15.**

3.5. After preliminary examinations and / or opening of the Technical Bids, all of the qualified Bidders may be asked to provide detail POC / demonstration / presentation of the proposed solution (SD-WAN Devices) to check the compatibility of hardware required by the Banks.

3.6. POC Testing / Demonstration/Presentation: Tentative dates of product/device testing: The respective bidders/OEMs will be intimated exact date of allotted to them with seven days prior information. In case the bidder/OEM fails to appear with the desired product on the allotted to them, their bid will be rejected.

3.7. The Technical Bid / Scope of the Work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. Detailed technical evaluation will include scrutiny of company profile, technical information of proposed Hardware /service solution, system demonstration of proposed solution, reference calls and site visits. The Bidder will demonstrate/substantiate all or a few of the claims made in the Technical Bid as decided by the IDBI Bank and to the satisfaction of the IDBI Bank, the capability of the Hardware to support all the required applications of the Banks.

3.8. **The technical score will be based on the criteria given below in the Scoring Matrix; however the Bidder should provide compliance to all Technical specifications mentioned in Section-4 with all necessary supporting technical documents.**

3.9.

S.N.	Criteria	Total Marks	Marks Scored
1	Functional & Technical Requirements as calculated in Clause 3.10	70%	
2	Presentation/POC/solution evolution/documentation in clause 3.11	30%	
	Total Score	100%	

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/22-23/56
09-Feb-2023

3.10. Functional & Technical Requirements: (70 Marks)

The evaluation approach for Functional & Technical requirements will be as per Technical Specification mentioned in **SECTION-4 (Annexure-15)**.

3.11. Presentation/POC/solution evolution/documentation: (30 Marks)

- The vendor has to submit the detail network architecture document for the proposed solution at Bank DC, DR and also IDBI branch/office locations.
- The vendor has to provide all details of the equipment such as technical specification make and models, end to end network diagram/layout and deployment strategy.
- The vendor has to provide documentary evidence as well as reference site if any as per proposed solution.
- Bank may at its discretion seek confirmation directly from any one or such clients and it shall be the responsibility of the bidder to ensure that such enquires are replied within the timeframe stipulated.
- As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, Bank may call the Bidders on a prefix date for conducting POC (Proof of Concept) of the SD-WAN Solution proposed by them. Bidder should have readiness for POC along with peripherals within 7 days of communication by the Bank. Bidders will depute two technical persons for showcasing the POC at IDBI premises. This exercise will be undertaken before opening of the Commercial Bids of the Bidders.
- Vendors are required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/principals/R&D labs duly meeting the specific requirements/issues raised by the Bank.
- Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and no correspondence shall be entertained.
- All expenses incurred in connection with the above shall be borne by the bidder.
- The results of the presentation/POC shall form the integral part of the offer made by the vendor and features mentioned therein should be delivered as part of the offer by the bidder at no extra cost to Bank, irrespective of the fact that such features are explicitly mentioned in the RFP or not.
- Apart from the features stipulated in the RFP, demonstration of all features of the solution will be evaluated.
- No marks will be given if the solution/product is not as per the bank requirement or its satisfactions.
- Bank will have the right to verify each technical points mentioned in **Section 4** under Technical Specification **Annexure-15**.
- The Bank will shortlist the bidders on technical evaluation criteria subject to a minimum 65% passing score for the next process i.e. Opening of Indicative Commercial bid and ORA. Relaxation of 10% in the minimum passing score may be extended if the number of bidders qualifying the passing score is less than three.

3.12. The technical bid should necessarily contain all Technical details and other terms and condition of RFP. Bidder's proposal should conform to the contents and format of the technical bid listed out in Annexure – 1 of the RFP. Proposals not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the offer.

3.13. The technical bid submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. Detailed technical evaluation may include scrutiny of company profile, technical and functional information of proposed hardware / service solution, system demonstration of proposed hardware/solution and reference calls. Accordingly, the Bidder have to submit reference calls i.e. company name (BFSI), Designation, contact name & number, where proposed hardware/solution is being used during last 4 years. The Bidder may highlight the noteworthy/superior features of their solution.

3.14. IDBI Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.

3.15. Each Bidder acknowledges and accepts that IDBI Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

4. COMMERCIAL BID EVALUATION

4.1. The Indicative Commercial Bid & buyback will be opened only if the Technical Bid is cleared, compliance of technical specifications as mentioned in RFP and accepted by the Bank.

4.2. Selected Bidder (L1) will be arrived at through an Online Reverse Auction (ORA). Bank reserves the right to negotiate the price with the finally Selected Bidder before awarding the contract/issuance of Purchase Order.

4.3. Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation Bank may seek specific clarifications from any or all Bidders.

5. ONLINE REVERSE AUCTION (ORA)

5.1. In this phase, the technically qualified bidders with valid commercial Bid will qualify to participate in ORA. The date and time along with the Auction rules would be provided to the shortlisted Bidders separately.

5.2. The Bidder is expected to submit one indicative commercial proposal and the Bank will conduct ORA accordingly as per its process.

5.3. The Bidder participating in ORA must compulsorily have a Class 2 digital certificate to participate in the ORA

5.4. After ORA, if there is a large variance from lowest indicative commercial quote or Bank's estimated price, Bank reserves the right to call the Selected Bidder for a price negotiation in respect of that particular zone.

5.5. Bank shall however not bind itself to accept the lowest Bid or any Bid and reserves the right to accept any Bid, wholly or in part.

5.6. On conclusion of ORA, the Selected Bidder / (L1) shall submit to the Bank the price breakup for the ORA amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 2 (two) days from the date of the ORA, the Bank reserve the right to reject the L1 Bidder's Bid and Bank will be taken punitive action against L1 as per extent process.

6. BANKS' RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

6.1. Bank reserves the right to accept / reject any bid and to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

7. ACCEPTANCE OF BID

7.1. Prior to the expiration of the period of Bid validity, Bank will notify the Selected Bidder in writing, that its bid has been accepted.

8. SIGNING OF CONTRACT

8.1. After Bank notifies the Selected Bidder that its bid has been accepted; the Bidder should sign the Contract form and complete the execution of all other documents.

8.2. The signing of Contract form should be accompanied by the submission of Performance Bank Guarantee, Non- Disclosure Form, Service Level Agreement, Pre-Contract Integrity Pact, Deed of Indemnity / warranty and other applicable documents as specified in the RFP without any modification to the standard draft prescribed, either in the language or format.

8.3. The Contract form and all other documents would be signed at Mumbai within 15 days of receipt of notification of award of contract.

8.4. Payment of stamp duty would be as per applicable laws in the State of Maharashtra and would be paid in Maharashtra only. No other state stamp duty will be accepted.

8.5. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.

8.6. The incidental expenses of execution of the Contract form as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

SECTION 2

1. SCOPE OF WORK

- 1.1. This section gives the scope of work for the supply, installation, commissioning and maintenance of Software Defined Wide Area Network (SDWAN) equipment at the locations mentioned in RFP.Selected Bidder
- 1.2. The Total solution will include Supply, Delivery, Installation, Support/Services, Testing, Commissioning, Maintenance, and Warranty of equipment (SDWAN solution) at respective locations of the Bank as mentioned in PO. The Bidder has to provide 1 year comprehensive warranty Support and, AMC support of equipment for 5 years after expiry of warranty period subjected to satisfactory performance of Bidder.
- 1.3. So long as the Network Equipment are under warranty/AMC the responsibility of meeting the Service Level Expectation (SLE) is with the Selected Bidder. If the Bidder, having been notified about the failure of the device/part, but still Bidder fails to remedy the defect(s) within the defined SLE, then Bank may proceed to take such remedial action as may be necessary, at the Bidders risk and expense and without prejudice to any other rights, which the Bank may have against the Bidder under the Contract.
- 1.4. The Warranty and AMC support includes Onsite, comprehensive, back to back from OEM for a period of 1 year for warranty period from the date of acceptance and 5 years for AMC period from the date of expiry of warranty period and also includes all software subscriptions (licenses, SDWAN software, critical hot fixes, service packs and major upgrades etc.).
- 1.5. The Selected Bidder will offer onsite comprehensive warranty for the hardware, software and licenses against defects arising out of faulty design, materials and workmanship or due to any reason for a period of one (1) year from the Date of acceptance of equipment by the Bank (hardware, software & License). The on-site comprehensive support for the hardware and software during Warranty & AMC period includes replacement of faulty equipment or parts thereof/ defective parts/spare parts.
- 1.6. The Purchase Order may be placed in part or full by the Bank. The quantity or number of equipment to be purchased is only indicative. No guarantee or assurance is being provided hereby as to the exact quantity of equipment to be purchased or the minimum order quantity. However, the Bank reserves the right of placing the order for one or more locations at a time or spread over a period of 12 months from the date of first order. Bank reserves the right to substitute/modify the locations at its discretion. However, any benefit due to downward movement of prices in future in the industry for similar product/services should be passed on to the bank.
- 1.7. The bidder shall build network logical and physical topology with IP Addressing, routing strategy and recommend hardware and software protocols, features and versions accordingly.
- 1.8. The bidder should have back to back arrangement of advance services with OEM (Original Equipment Manufacturer) for the successful design, implementation of the Network Infrastructure and technical support.
- 1.9. **The bidder has to submit the finalized architecture certified by the OEM for deployment of the proposed solution.**
- 1.10. The Bidder would be required to provide full support for demonstration/site visit/ presentation for the proposed solution and would use it for technical evaluation. Further Bank may ask bidder for POC or Site visit.

- 1.11. The Bidder must confirm that key project personnel to be deployed in this project have been sufficiently involved in similar past installations and have adequate experience thereof.
- 1.12. Selected Bidder to complete/resolve the work at the Bank's location within the stipulated timeframe, bidder's engineers may have to visit the site multiple times at no extra cost. Engineer should wear I-card in the Bank premises while attending to calls.
- 1.13. The bidders should submit the escalation matrix for delivery & installation, for support services (contact persons details & e-mail ids) along with the acknowledgement of LOI / P.O.
- 1.14. **The solution will involve deployment and successful working of SDWAN Central equipment at Data Centres (DC & DR) in High Availability (HA – active-active deployment) i.e. HA within DC & HA within DR. Further, deployed SDWAN solution at Central locations should work in redundancy between Data Centres i.e. Active-Active or Active-Passive between DC & DR as per Bank's requirement.**
- 1.15. Installation, implementation and commissioning of the SDWAN equipment would be done in a seamless manner and within stipulated timelines. These would include the study and migration of the existing network architecture with the new equipment (SDWAN) wherever applicable.
- 1.16. The Bidder will design the architecture, configure the new equipment (SDWAN) in coordination with OEM and as per Banks' requirement. The OEM and Bidder would provide an onsite resource for the initial implementation and commissioning of the devices at no extra cost to the Bank.
- 1.17. In case of device/part thereof gone faulty, the Selected Bidder shall replace the faulty device/part as per SOW & SLE defined in RFP. Further, bidder shall provide & install standby similar make model or equivalent device against faulty IT equipment at all circumstances to make the network functional within defined SLA. At all times the engineer should provide a solution to the Bank without any data loss. In case, it is not feasible then engineer should inform the concerned officer that proper backup to be taken before carrying out the resolution activity. The standby device should not be EOL/EOS.
- 1.18. All modules, licenses, power cables and all other sub-components should be bundled/mapped with parent device and warranty/AMC of these items should be co-terminus with warranty/AMC of parent devices.
- 1.19. The bidder shall have to handover the devices in 100% working condition on termination or at the end of the contract. Any breakdown call that has been reported before termination of the contract shall have to be rectified/corrected by the bidders before handing over to Bank.
- 1.20. The Bidder shall ensure to Mitigate various audit points, Compliance and Mitigation of vulnerability assessment (VA)/Penetration Testing (PT) points at no cost to the Bank within one week as and when any advisory released/suggested by competent authority/organization/Bank at any point of time during the validity of the contract period/Warranty/AMC period, except for those cases where in the applicable patch/fix/OS is not yet released/declared stable by the OEM. However, in such cases, it is responsibility of the bidder to ensure that such requirement of the Bank is completed satisfactorily within least possible and stipulated timeframe.
- 1.21. The Bidder shall ensure to provide monthly reports including SLA, uptime, device health reports etc. Bank may hold the payments in lieu of non-submission of reports.
- 1.22. The Bidder shall ensure to submit any advisory/bugs/vulnerabilities, released/suggested by OEM at any point of time during the validity of the contract period (warranty + AMC). Further, consolidated report need to be submitted by Bidder to Bank on monthly basis. On non-submission of reports, Bank

- reserves the right to impose the penalty on warranty/AMC charges in lieu of non-satisfactory performance.
- 1.23. The bidder should keep the Bank explicitly informed about the end of support dates of the related infrastructure and should ensure support during the warranty and AMC/ATS period.
 - 1.24. The Bidder shall review the OS version of the devices under Warranty & AMC period and provide the Monthly report of patches/firmware updates to the Bank and install the same within 15 days.
 - 1.25. The Bidder should adhere to all the timelines as mentioned in RFP.
 - 1.26. The Bidder shall provide the detailed RCA of any issue reported by Bank within stipulated time period.
 - 1.27. The Bidder needs to mandatorily backline all devices/products/components/software-upgrades etc. with the OEM for service support-line items. The Bidder should have a back to back support contract with OEM from the date of acceptance by Bank, up to end of the contract period for each ordered device/part. Bidder need to submit the proof of back lining with OEM to the Bank.
 - 1.28. These new devices supplied by the bidder shall be Bank's asset. Bidder shall keep adequate stock of the spare equipment's or part thereof to maintain the SLA uptime.
 - 1.29. Bidder has to ensure OEM TAC support as and when required during the contract period (warranty +AMC), if bidder is not able to arrange OEM TAC support then bidder needs to replace the existing devices with new device models (equivalent or higher) based on compatibility in order to running the operations smoothly.
 - 1.30. Bidder should provide login id details to Bank for logging to OEM portal for the call logging, support and log/view the status of calls/TAC cases raised by/for the Bank.
 - 1.31. Whenever any issue reported by Bank, the Bidder will ensure to troubleshoot the issue in time bound manner in coordination with Bank SI and parallel, log the ticket with OEM TAC.
 - 1.32. The bidder shall ensure to drive the call with TAC in coordination with Bank SI and provide the timely updates to Bank stakeholders.
 - 1.33. Bank should be able to log calls 24*7 via phone/email/web-portal directly with OEM without any dependency on Bidder.
 - 1.34. The minimum service level expectation required to be maintained by the Selected Bidders on award of the Contract.
 - 1.35. The Selected Bidder shall use such assets of the IDBI Bank as the Bank may permit for the sole purpose of execution of its obligations under the terms of this RFP or the AMC. The Selected Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
 - 1.36. The Selected Bidder shall obtain all the necessary permissions and adequate approvals for use of licensed version of different software and any copyrighted process/product free from all claims, titles, interests and liens there on and shall keep the Bank indemnified in relation there to that the execution of the Services herein is and shall be in accordance and incompliance with all applicable laws.
 - 1.37. On-premises deputed personnel will seek permission of IDBI Bank for any correspondence to be conducted with external entities pertaining to any point mentioned in the scope of work.
 - 1.38. In case of breakdown of hardware/part thereof under warranty/AMC, the Bidder shall co-ordinate with OEM for the replacement of faulty hardware/part thereof, installation, configuration of hardware/part thereof, activation of licenses & software, up gradation of firmware & operating systems thereof etc. as per defined SLA of this RFP.
 - 1.39. Bidder shall ensure that the logged calls should be diagnosed properly and resolved timely
 - 1.40. During the contract period, it is bidder's responsibility to provide & apply the latest firmware to the devices in timely manner.
 - 1.41. Bidder will be responsible for providing & applying the relevant patches to close the vulnerabilities identified by the Bank's security team or any third party affiliations such as Cert-in, etc. in timely manner (within 15 days from the date of report of vulnerabilities/release of patch(hotfix) for the mitigation of vulnerability) On non-compliance of mitigation of vulnerability, Bank reserves the right

to impose the penalty on warranty/AMC charges in lieu of non-completion of patching in time bound manner.

1.43. The bidder shall not assign or sub contract the assignment or any part thereof to any other third party or firm.

1.44. **Shifting Support:**

1.44.1. In case Bank wishes to shift any of the SD-WAN device including Branches/Offices, Central Devices at DC, Navi Mumbai or DR, Chennai from one place to another, in the same city, required support should be made available by the bidder for the purpose of dismantling, pre-shifting inspection, packaging, unpacking, post-shifting inspection, installation etc., at no extra cost to the Bank.

1.44.2. Bank will reimburse all expenses for shifting, insurance and other incidentals at actual in case Bank wishes to avail transport services from bidder for shifting of SDWAN equipment form one location to another. Bank shall not be responsible and shall not be liable to pay for any losses, costs, expenses, damages and/or otherwise incurred on account of any damage to the items of equipment, tools and machinery while such shifting is being carried out by the bidder.

1.45. **SCOPE OF WORK TOWARDS INSTALLATION & CONFIGURATION OF SOFTWARE DEFINED-WIDE AREA NETWORK (SD-WAN) SOLUTION:**

1.45.1. The bidder is required to deliver, install, commission and provide onsite support for equipment, and related parts/software/licenses for use at respective locations of the Bank as mentioned in PO. All the equipment/parts with latest OS version & related software components are required to be provided with 1 year comprehensive warranty Support and further, 5 years comprehensive AMC support post end of 1 year warranty period.

1.45.2. The bidder has to rack mount the equipment, tagging of asset-id (as provided by the Bank), configuring the proposed equipment & parts as per requirement.

1.45.3. Bidder need to install new proposed equipment into network rack and perform power-on-self- test (POST).

1.45.4. Bidder need to configure and commission new proposed solution as per Bank's and current industry standards and as approved by Bank.

1.45.5. Bidder need to remove all cables from OLD equipment & terminate the same on new proposed SDWAN equipment. Reconnecting all uplinks and other cables in a neat manner (rack addressing) for the new proposed SDWAN equipment.

1.45.6. The bidder has to test end to end network connectivity & reachability from proposed network devices to end host/server.

1.45.7. Bidder need to perform rack dressing of cables from SDWAN equipment to patch panels/Switch/Hub (if required).

1.45.8. The bidder should appoint and depute a dedicated Project Manager for the deployment of devices and providing support services who will act as a Single Point of Contact (SPOC).

1.45.9. The bidder should submit their Project Management Plan, Resource allocation plan, etc. in coordination with OEM for implementing the solution for IDBI during the kick-off meeting of the project.

1.45.10. The bidder has to depute sufficient onsite resources including project manager / coordinator to complete the project within RFP timelines and for co-ordination with concerned Bank officials for proper delivery, installation and commissioning of the devices at locations mentioned in the PO.

- 1.45.11. The bidder must ensure that the eligibility, experience, skills and certification for the Onsite resources must comply with the proposed OEM technology to complete the project smoothly within RFP timelines. The OEM also need to ensure that the deployed onsite resource must be having relevant experience and skills on technology to be deployed in Bank to complete the project smoothly.
- 1.45.12. IP scheme will be provided by Bank to the bidder.
- 1.45.13. The Bidder shall configure the replaced/standby device in line with the configuration which was installed on the faulty device.
- 1.45.14. The Bidder need to provide all the required good quality cables (industry standard) to connect proposed devices with existing infrastructure at no extra cost and do the required passive cabling between the proposed devices to other networking devices and necessary arrangement for cage nuts clamps etc. to make the proposed solution working.
- 1.45.15. The bidder shall test and demonstrate the interoperability with the existing device at the initial stage of project. The bidder shall configure all available advanced features of the device.
- 1.45.16. The bidder needs to perform, End to end network connectivity testing from SD-WAN to switch and user LAN. The bidder has to do cable connectivity between the SD-WAN, switch, patch panel and modems/POE etc. and also test reachability of LAN user.
- 1.45.17. Bidder shall ensure that proposed devices should support all the existing applications of Bank and also any other applications which Bank may implement in future.
- 1.45.18. The Bidder shall provide all the required software and licenses perpetually.
- 1.45.19. The Bidder will be required to coordinate with Bank's existing SI and other vendors to troubleshoot the issue.
- 1.45.20. Any other miscellaneous requirements related to the scope described in the RFP or extra work related to be performing due to existing hardware/ software/ structure limitation shall be provided by the Selected Bidder at the no extra cost to the bank even if those items are not mentioned explicitly in the RFP.
- 1.45.21. Bidder shall provide all the power cords of proposed devices which are compatible with Indian sockets.
- 1.45.22. The bidder should provide time bound escalation matrix for project implementation as well as for regular support and maintenance.
- 1.45.23. The OEM & bidder should clearly spell out any assumption while designing the solution. Detailed design solution to be provided explaining each component.
- 1.45.24. The bidder should ensure that the bug scrubbing is carried out and bugs, if any, relevant to the environment, are notified to the bank in writing immediately upon detection.
- 1.45.25. The bidder should Configure loop avoidance mechanism and all available advanced features of the solution with proper testing.
- 1.45.26. The bidder should identify risk (if any) and propose the risk mitigation strategy.
- 1.45.27. The bidder should liaison (if required) with other solution provider for smooth implementation of the solution.
- 1.45.28. The Bidder should ensure successful integration of the proposed devices with existing bank tools/services based on the Bank's requirement.

- 1.45.29. The Bidder shall ensure the migration of existing equipment configuration to new proposed SDWAN equipment without any downtime. In case, downtime is required then it should be very minimal.
 - 1.45.30. The OEM and bidder must provide the support in configuring those modules of devices which will not be required from Day 1, however, may be required in future at no extra cost to Bank.
 - 1.45.31. During installation/commissioning phase, onsite engineer must coordinate with field team for timely delivery, Installation and configuration of proposed devices.
 - 1.45.32. Bidder shall provide backup resource timely in case any of the project members avails leave.
 - 1.45.33. Absence of any resources must be accompanied with equal skill resources.
 - 1.45.34. If the engineer is found to be not qualified / suitable / his performance is not satisfactory, bidder will have to replace the engineer within 15 days of written communication from Bank regarding the same.
 - 1.45.35. During implementation of the contract including configurations, management, maintenance and troubleshooting etc., the bidder and its employees shall at all the times comply with & abide by the security policy of the bank in so far as the same may be applicable to or in respect of the works and the provisions of the contract. Confidentiality of the network setup, configurations and all related details including the ip addressing scheme etc. shall not be disclosed by the bidder to any third parties or persons (except to bidder's own employees and that too only to those employees or representatives who are associated or relevant to this RFP process).
 - 1.45.36. It's a Bidder responsibility to maintain & update the project tracker during migration phase and complete the project in time bound manner.
 - 1.45.37. Project Manager / Coordinator is responsible for submitting the correct, validated reports regarding delivery, installation/commissioning, configuration and any other relevant documentation to concerned Bank officials on daily/weekly basis as desired by the Bank.
 - 1.45.38. During implementation/installation, the bidder shall provide need-based support for relocation (Shifting) of IT equipment with no additional cost to the Bank.
 - 1.45.39. The bidder shall arrange for monitoring and verification of various network related items moving in and out of the Bank premises. This includes preparation and maintenance of Gate Pass register/slip.
 - 1.45.40. The scope of project manager/coordinator can be change/review according to the Bank's requirements during the contract.
 - 1.45.41. The proposed solution should be supplied with all the required hardware, software, licenses, storage, modules, components, etc. by the bidder.
 - 1.45.42. The bidder must ensure to submit the Installation report for each successful migrated location to the proposed SDWAN solution as per **Annexure-25** mentioned in the RFP.
- 1.46. **SCOPE OF WORK TOWARDS PREVENTIVE MAINTENANCE OF CENTRAL EQUIPMENT (DC & DR):**
- 1.46.1. The Bidder shall ensure to perform preventive maintenance (PM) on timely basis as mentioned in the RFP, failing which the Selected Bidder will be penalized.

- 1.46.2. If any equipment and related items get burnt/damaged due to non-preventive measures by the bidder, the replacement of the device with same or higher capacity shall be provided by the bidder at no extra cost to the Bank.
- 1.46.3. During the warranty period, bidder needs to perform & submit the inspection report of Central equipment (DC & DR) along with the acceptance certificate which must be duly signed & sealed by the Bank official while claiming the payment of installation cost of central devices as per payment terms. Payments will be withheld in lieu of non-performance of inspection during warranty period.
- 1.46.4. The Preventive Maintenance (PM) must be performed by the bidder and the report must be submitted while claiming remaining 10% payment of Hardware & Software cost [A] (including warranty cost for 1 year) after successful running of SDWAN solution for a period of one (1) year post installation.
- 1.46.5. During AMC period, PM must be conducted by the bidder on **half yearly basis and report must be submitted in the 1st week of 7th & 12th month respectively from the date of start of AMC of specific year along with AMC invoices/bills for previous quarters.**
- 1.46.6. The PM reports must incorporate the details of following baseline parameters: **details of Hardware** (Hostname, model, serial no., OS version no., etc.), **Hardware health status** (CPU, Memory, Storage, Fan, physical status, Air ventilation, etc.), **recommended OS version, bugs/vulnerabilities/error/alarm** in the current hardware/software, **inventory list** of hardware, software & license, etc. Bidder may suggest any additional parameters to be incorporated in the PM reports.
- 1.47. **SCOPE OF WORK TOWARDS REPLACEMENT ACTIVITY OF OLD ROUTERS:**
- 1.47.1. De-installation of the existing router at the branch along with power cables and replacing with new SD-WAN router/equipment and power cables (rack mounting). Reconnecting all uplinks and other cables in a neat manner.
- 1.47.2. Configuration of SD-WAN device as specified by Bank.
- 1.47.3. Testing of end-to-end connectivity from SD-WAN device to switch and user LAN.
- 1.47.4. Asset tagging to be done on the new network equipment. Details for the same will be provided by the Bank.
- 1.47.5. Each call report should be duly attested by the specific branch and must contain the details of each router (as mentioned in Annexure-25) of the branch to be collected by the bidder in buyback where ever applicable.
- 1.47.6. Consolidation of all such call reports to be sent to us separately for bill settlement. The consolidation should contain all given fields, along with courier or proof of delivery details.
- 1.47.7. The invoices will be released after completion of end-to-end replacement activity as per the scope mentioned above site wise.
- 1.48. **SCOPE OF ONSITE/RESIDENT RESOURCES**
- 1.48.1. Post completion of the implementation/commission of solution and acceptance by the Bank, bidder has to depute 1 (one) L2 & 1 (one) L1 resources (Resident Engineer) for performing day to day operations of all the equipment supplied by the bidder like configuration, management, maintenance, troubleshooting and reporting, etc.

1.48.2. The eligibility criteria for the required resource is as given below;

Location	Resource classification	Minimum mandatory eligibility criteria*	Supporting documents*
DC Belapur Navi Mumbai	Level 3 (L3) Engineer	Minimum 5 years of hands on experience on Routing/Switching technologies out of which 3 year experience must be of enterprise level customer of PSU/BFSI/Private organization for handling the proposed SDWAN Solution. (Experience will be considered only post educational qualification). Professional Certification of proposed OEM technology will be preferred. Detailed criteria mentioned at subsequent sections	Resume and experience certificate needs to be submitted Professional Certification of proposed OEM technology to be submitted (if available)
DC Belapur Navi Mumbai	Level 2 (L2) Engineer	Minimum 3 years of hands on experience on Routing/Switching technologies out of which 2 year experience must be of enterprise level customer of PSU/BFSI/Private organization for handling proposed SDWAN Solution. (Experience will be considered only post educational qualification). Professional Certification of proposed OEM technology will be preferred. Detailed criteria mentioned at subsequent sections	Resume and experience certificate needs to be submitted Professional Certification of proposed OEM technology to be submitted (if available)
DC Belapur Navi Mumbai	Level 1 (L1) Engineer	Minimum 1 year of hands on experience on Routing/Switching/SDWAN technologies. (Experience will be considered only post educational qualification). Professional Certification of proposed OEM technology will be preferred. Detailed criteria mentioned at subsequent sections	Resume and experience certificate needs to be submitted Professional Certification on proposed OEM technology to be submitted (if available)

**Each bidder must ensure that the eligibility, experience, skills and certification for the Onsite resources must be in line with the proposed OEM technology.*

1.48.3. The resident resources must adhere to the below mentioned time schedule;

Location	Resource classification	Requirement	Time Window *	No. of resources *

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

DC Belapur Navi Mumbai	L1/L2/L3 resource	As per Bank's official calendar	09.00 am to 07.00 pm	1xL1 1xL2 1xL3
------------------------------	----------------------	------------------------------------	----------------------	----------------------

(*) Time window and no. of resources are tentative and the same may be changed as per Bank's requirement. The deputed resources will also need to attend and resolve issues/complains arising during non-business hours which will be informed by the Bank's team.

- 1.48.4. The resources to be deputed may be interviewed by IDBI officials prior to deputation and Banks decision will be final in this regards.
- 1.48.5. The deputed resources have to work in shifts (From 09:00AM to 07:00PM) IST and as per Banks list of working days.
- 1.48.6. Training duration on technology will not be considered as a part of experience.
- 1.48.7. Bidder has to provide 100% availability of all the resources for the timings mentioned above. Bidder has to make all the necessary backup arrangement to provide the support and manpower as specified above shift timing, irrespective of their weekly off/holiday. Penalties will be applicable in case of any manpower deficiency.
- 1.48.8. In case of non-availability/absence of the onsite engineer for more than 3 days, then it's a bidder responsibility to arrange a backup for the resource. If Bidder fails to arrange the backup, then penalty will be applicable.
- 1.48.9. If the resources provided by the Selected Bidder is not meeting the eligibility criteria and strength mentioned in the RFP, the same will be also considered as manpower deficiency.
- 1.48.10. The deputed resources should always be prepared to work for extended hours in case of need.
- 1.48.11. The onsite resources should be accompanied with mobile phones and the bidder need to submit the resources details like Name, Address (Inclusive of Residential Telephone Number (Residential), Mobile Number to IDBI Bank.
- 1.48.12. It's an onsite resource responsibility to mark their attendance timely on daily basis and the same should be sent to IDBI Bank concerned officials. Bank will monitor the records and in case of any discrepancy found, then Bank reserves the right to take appropriate action as deemed fit.
- 1.48.13. The onsite resources shall not be changed without prior approval from Bank and adequate notice (minimum 15 days). Any resigned resource should not be relieved before giving suitable replacement.
- 1.48.14. Bidder shall provide backup resource in case any of the onsite project resource avails leave.
- 1.48.15. Absence of any resources must be fulfilled with equal skill resources.
- 1.48.16. If the resource is found to be not qualified / suitable / his performance is not satisfactory, bidder will have to replace the onsite resource within 15 days of written communication from Bank regarding the same.
- 1.48.17. The onsite resources shall be responsible for health monitoring, configurations, maintenance and troubleshooting of the devices on a continuous basis.
- 1.48.18. During implementation of the contract including configurations, management, maintenance and troubleshooting etc., the bidder and its employees shall at all the times comply with & abide by the security policy of the bank in so far as the same may be applicable to or in respect of the works and the provisions of the contract. Confidentiality

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

- of the network setup, configurations and all related details including the ip addressing scheme etc. shall not be disclosed by the bidder to any third parties or persons (except to bidder's own employees and that too only to those employees or representatives who are associated or relevant to this RFP process).
- 1.48.19. Bidder will follow and comply with the procedures and policies, applicable to the scope of work mentioned above laid down by the Bank vide IS Security Policy from time to time and also extend full cooperation to the auditors designated by IDBI Bank.
- 1.48.20. On-site resources will seek permission of IDBI Bank for any correspondence to be conducted with external entities pertaining to any point mentioned in the scope of work.
- 1.48.21. Bidder may continue the resources which were appointed during the installation and commissioning phase subject to Bank approval and successfully compliance of the eligibility criteria for onsite/resident resource
- 1.48.22. The onsite resource should collaborate with existing Network team who is managing the core network infrastructure.
- 1.48.23. The bidder must ensure that the eligibility, experience, skills and certification for the Onsite resources must comply with the proposed OEM technology to complete the project smoothly within RFP timelines. The OEM also need to ensure that the deployed onsite resource must be having relevant experience and skills on technology.
- 1.48.24. The Bidder shall provide the detailed RCA of any issue reported by Bank within stipulated time period.
- 1.48.25. High Level Scope of onsite resources mentioned below:
- **Incident Management:**
 - a. Work on all types of incidents pertains to proposed solution and close the incidents in timelines defined by Bank.
 - b. During reporting of any incident, the onsite resources must start working on the incident in order to resolve the issue with their knowledge and not dependent on TAC. Parallel, the call must be logged in with OEM TAC for P1/P2 incidents.
 - c. The onsite resource has to log an incident with OEM for TAC related support. For P1/P2 incidents, call should be logged in with OEM within 10 minutes from the issue reported and update the OEM ticket to Bank concerned officials.
 - d. For other priority incidents, call should be logged in with OEM within 30 minutes from the issue reported.
 - e. The onsite resource should provide periodic update on load balancer incident and problem during P1 /critical incident and coordinate with the OEM till closure.
 - **Management and monitoring:**
 - a. The onsite resources should be able to manage and monitor of proposed solution.
 - b. The dashboard of proposed solution through which monitoring can be done must be available to Bank officials on all working days.
 - **Problem Management:**

Prevent Incident Recurrence, Identify the most common recurring events and provide the solution to fix such type of events on permanent basis. Over the time, incident recurrence should be brought under control.
 - **Change Management:**
 - a. The onsite resources have to follow the Banks standardized methods and procedures for the Change (RFCs) in order to track the changes on the devices and minimize the impact of change-related incidents.

- b. Changes should be made on devices post approvals only. In case of any change detected on devices without approval then that change would be considered as unauthorized change and Bank reserve the rights to take appropriate action against the bidder/onsite resources.
- **Vendor Management:**
In case of any hardware/part thereof failure reported, the onsite resource has to coordinate with OEM for the RMA as per defined SLAs.
 - **Inventory and Asset Management**
Maintain and timely updating of asset database of proposed solution.
- 1.48.26. The bidder shall provide necessary MIS reports at periodic intervals on the complaints/incidents i.e. type, duration, compliance etc. to Bank in the formats as prescribed by the Bank during the contract term including AMC period.
- 1.48.27. Whenever any issue reported by Bank, the onsite resources will ensure to troubleshoot the issue in time bound manner in coordination with Bank SI and parallel, log the ticket with OEM TAC.
- 1.48.28. The onsite resources shall ensure to drive the call with TAC in coordination with Bank SI and provide the timely updates to Bank stakeholders.
- 1.48.29. The onsite resources shall provide the detailed RCA of any issue reported by Bank within stipulated time period.
- 1.48.30. The onsite resource shall provide need-based support for relocation (Shifting) of IT equipment with no additional cost to the Bank.
- 1.48.31. The onsite resource shall arrange for monitoring and verification of various network related items moving in and out of the Bank premises. This includes preparation and maintenance of Gate Pass register/slip.
- 1.48.32. Onsite resource shall ensure that all the reported calls/incidents pertains to Solution/devices provided by the Bidder should be resolved and closed within the specified SLA.
- 1.48.33. The Onsite/Resident engineer must have adequate knowledge for handling the solutions and provide the support for all the modules of proposed solution.
- 1.48.34. The onsite resources should be able to perform the troubleshooting on proposed solution and follow the escalation matrix for non-resolved incidents.
- 1.48.35. It is the responsibility of the onsite engineers to review the Operating system and patches periodically and apply the latest operating system and patches on the proposed solution in timely manner.
- 1.48.36. The Onsite resources have to mitigate the vulnerabilities/bugs identified in the proposed solution by the Bank's security team or any third party affiliations such as Cert-in, etc. within timelines defined by bank.
- 1.48.37. The onsite resource will be required to coordinate with Bank's existing SI and other vendors to troubleshoot the issue.
- 1.48.38. The scope of onsite engineers can be change/review according to the Bank's requirements during the contract.

2. ACCEPTANCE TEST

- 2.1. The bidder will be required to get the Acceptance Certificate duly signed & stamped by the concerned Bank official only after completion of end-to-end replacement activity and commissioning of proposed solution as per the scope mentioned above. Payments will be released on submission of correct invoices and receipt of duly signed relevant documents like installation/commissioning reports and acceptance certificate, as defined in Annexure-13 of this RFP.
- 2.2. Power on Self-Test (POST) will be conducted by Bidder at the site in presence of concerned Bank officials and /or nominated person. Installation report (IR) should be submitted after installing the proposed devices as per Banks requirement.
- 2.3. Duly signed acceptance certificate will be issued by Bank to Bidder post completion of installation, implementation & commissioning of proposed solution, Successful testing of applications and other parameters and other tasks (assigned by the Bank) as per SOW of this RFP.
- 2.4. Bank will take over the devices on successful completion of above acceptance test.

3. SERVICE LEVEL EXPECTATIONS DURING WARRANTY & AMC PERIOD

- 3.1. This section lists the minimum service level required to be maintained by the Bidder on award of the contract. The Bidder has to enter into a service level agreement with IDBI Bank before the award of the contract as per the format provided by IDBI Bank.

SLA for Critical Network Equipment (SD-WAN) at Central location /Head Office*:

Classification	Response Time (#)	Resolution Time (#)
DC-Mumbai, DR-Chennai & IDBI Head Office* (Cuffe Parade)	10 Minutes	Within 4 hours from the time of logging incident

**In case, if Device is installed at the location*

SLA for Non-Critical Network Equipment (SD-WAN Devices) at other locations:

Classification	Response Time (#)	Resolution Time (#)
Metropolitan locations (+)	30 minutes	Within 8 hour from the time of logging incident
Urban locations (+)	1 hour	Within 8 hour from the time of logging incident
Semi-Urban (**)	1 hour	Within Next Business Day (NBD) from the time of logging incident
Rural(**)	1 hour	Within Next Business Day (NBD) from the time of logging incident

For the purpose of SLA, a day means the period from the commencement of business hours to close of business hours at a particular location/Branch. (Normally 9.00 AM to 7.00 PM on all weekdays excluding

2nd & 4th Saturdays, Sundays & Bank Holidays). An hour means duration of 60 minutes during the business hours of a location/Branch.

For Central locations i.e. DC and DR the business hours will be 24x7x365

(#) Response / Resolution Time starts from the time the call is logged.

(+) For Metro & Urban branches, if call logged after 4.00 PM (IST), resolution time would be the NBD.

(**) For Rural branches, if call logged after 2.00 PM (IST), resolution time would be the Second Business Day.

The categorization of the branches will be provided by the Bank.

- 3.2. All resolution times mentioned above includes travel time of Engineers also.
- 3.3. Bidder shall provide on-site support for addressing SD-WAN devices related issues.
- 3.4. The Selected Bidder shall offer onsite comprehensive warranty for the hardware and software against defects arising out of faulty design, materials and workmanship for a period of: One (1) year from the date of Installation / acceptance and sign off by the bank or 15-months from the date of delivery in case of Site Not Ready (SNR) cases.
- 3.5. The on-site comprehensive support for the hardware and software during Warranty & AMC period includes replacement of faulty device or parts thereof/ defective parts/spare parts.
- 3.6. Defective equipment shall be repair/replaced by the bidder at his own cost, including the cost of transport if any. The new releases (minor / major), versions, bug fixes etc. for the hardware and system software will be supplied to the Bank at no extra charge, with necessary documentation.
- 3.7. The Bidder shall provide all normal toolkit and test equipment needed for the maintenance of the hardware to the engineer.
- 3.8. To complete the work at the site/ location within stipulated timeframe, bidder's engineers may have to visit the site multiple times at no extra cost. Engineer should wear I-card in the branch premises while attending to calls.
- 3.9. The Bidder should provide the standby Hardware for chargeable calls.
- 3.10. For P1/P2 incidents, calls should be logged with OEM TAC either through OEM portal or by calling them within 10 minutes from the issue reported.
- 3.11. All resolution times mentioned above includes travel time of Engineers also.
- 3.12. Breach of Service levels consistently on part of the Vendor/Bidder may lead to invocation of Clause for "Termination for Default".
- 3.13. Bidder shall provide on-site support for addressing hardware related issues.
- 3.14. Selected Bidder shall offer onsite comprehensive warranty for the hardware and software against defects arising out of faulty design, materials and workmanship or due to any reason for a period of 1 (one) year from the date of acceptance and sign off by the bank. Similarly, Bidder shall extend same type of support (same as warranty period) within AMC period.
- 3.15. Defective hardware/part thereof shall be replaced by the bidder at his own cost, including the cost of transport if any within defined SLA. The new releases (minor / major), versions, bug fixes etc. for the hardware and software will be supplied proactively to the Bank at no extra charge, with necessary documentation.
- 3.16. In case of 3 (three) consecutive failure of any device/part thereof during the warranty & AMC period, the bidder will have to replace the device with a new device of higher configuration, unconditionally, at no extra cost within 15 (fifteen) days of the reporting of the issue (4th occasion) as per the SLA and provide a Non EOL/EOS standby device of equivalent/higher configuration on immediate basis till the time replacement device is installed at the affected location.
- 3.17. The "Downtime" is the time between the Time of Report by the Bank and Time of Restoration/Rectification within the contracted hours. "Failure" is the condition that renders the any of the module of the solution is not available. "Restoration" is the condition when the selected bidder

demonstrates that the solution (all the modules) is in working order and the Bank acknowledges the same.

- 3.18. Any device or part thereof, that are reported as down or gone faulty should be replace with new device or part by bidder as per SLA. Meanwhile, Bidder has to arrange temporary substitute (of equivalent or higher configuration) within defined SLA at no extra cost and the temporary substitute should not be EOL/EOS. The reporting will be through a telephonic, email or any other mode as Bank may decide.
- 3.19. The Bidder shall provide all normal toolkit and test equipment needed for the maintenance of the device to the engineer.
- 3.20. To complete the work at the site/ location within stipulated timeframe, bidder’s engineers may have to visit the site multiple times at no extra cost. Engineer should wear I-card in the branch premises while attending to calls.
- 3.21. The Bidder should provide the standby device on need basis.
- 3.22. Warranty also covers all spares include power cords, cards, cables and other related equipment.
- 3.23. During the warranty & AMC period, if call is registered as physical damaged, the bidder should provide quote for repairing the device (hardware), meanwhile bidder should provide the standby device (hardware) at no extra cost as per the SLAs for resolution time mentioned under the section of **“SERVICE LEVEL EXPECTATIONS DURING WARRANTY & AMC PERIOD”** of the RFP.
- 3.24. The Bidders should submit a list of support center addresses, contact person and the escalation matrix for the delivery setup and support centers also.
- 3.25. The bidder should keep spare devices at appropriate locations to meet the SLA requirements. The number of devices reserved should be indicated in the offer and provide the warehouse details like address etc. This stock will be subject to periodic inspection by Bank. Non-compliance will invite penal action or disqualifications. The Bidder shall ensure to perform preventive maintenance (PM) on half-yearly basis and report should be submitted by Bidder to concerned Bank officials.
- 3.26. The Bidder shall ensure to submit consolidated report of any upgrade/advisory/bugs/vulnerabilities, released/suggested by OEM at any point of time during the AMC period on quarterly basis. If the bidder fails to do so, Penalty of Rs.500/- per day will be imposed on the Bidder, subject to a maximum of Rs.5000/- per month for every quarter.
- 3.27. The Bidder shall ensure to close the vulnerabilities identified by the Bank’s security team or any third party affiliations such as Cert-in, etc. within timelines or Bank will impose a penalty as mentioned below:

Type of Equipment	Resolution timeline	Penalty applicable if timeline exceeded
Critical	Within 15 days from receiving communication from the Bank	Penalty of Rs.1000/- per day per equipment will be imposed on the Bidder, subject to a maximum of Rs.10000/- per equipment per month for each occasion during the contract period.
Non-Critical	Within 30 days from receiving communication from the Bank	Penalty of Rs.500/- per day per equipment will be imposed on the Bidder, subject to a maximum of Rs.5000/- per equipment per month for each occasion during the contract period.

- 3.28. The Bidder has to review the new released version/patch by the OEM and ensure that new released version/patch must be stable before up-gradation.
- 3.29. The Bidder shall ensure to upgrade the equipment after receiving confirmation from the Bank within timelines mentioned below:

Type of Equipment	Upgrade timeline	Penalty applicable if timeline exceeded

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

Critical	Within 15 days from receiving communication from the Bank	Penalty of Rs.1000/- per day per equipment will be imposed on the Bidder, subject to a maximum of Rs.10000/- per equipment per month for each occasion during the contract period.
Non-Critical	Within 30 days from receiving communication from the Bank	Penalty of Rs.500/- per day per equipment will be imposed on the Bidder, subject to a maximum of Rs.5000/- per equipment per month for each occasion during the contract period.

- 3.30. The Bidders should submit a list of support center addresses, contact person thereof and the escalation matrix for the delivery setup and support centers also.
- 3.31. The bidder should keep spare units at appropriate locations to meet the SLA requirements. The Bank may ask bidder to submit the address & number of units reserved. This stock may be subject to periodic inspection by Bank. Non-compliance will invite penal action.

4. PENALTY (DELIVERY & INSTALLATION RELATED)

- 4.1. If the Selected Bidder fails to deliver, install and commission any or all of the proposed solution and devices and parts mentioned in the Purchase order (PO) within the timelines mentioned in the RFP from the date of issue of purchase order, Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to **1 % percent per week or part thereof of respective delayed device cost subject to maximum deduction of 10% of the purchase order of respective device cost value or unperformed services for that particular location**. In case of undue delay beyond a period of 15 days unless otherwise waived by the Purchaser, Purchaser in its discretion may consider termination of the Contract.
- 4.2. If the Selected Bidder fails to complete the entire work i.e. installation and commissioning of proposed solution before the scheduled completion date or the extended date or if Selected Bidder repudiates the Contract before completion of the Services, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract recover from the Selected Bidder, as ascertained and agreed liquidated damages and not by way of penalty.
- 4.3. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Performance Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Selected Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.
- 4.4. In case of Dead on Arrival (DOA) case, the Selected Bidder should provide the replacement or standby as per Service Level Expectation and Scope of Work as mentioned above. In case of

non-compliance with Service Level Expectation and Scope of Work, the Bank shall impose penalty a sum of Rs.1000/- per day per device, subject to a maximum of 10% of the device cost. If call is not resolved within 10 days, this would be treated as deficiency in service and terms & conditions pertaining to Liquidated damages and/or termination of Contract would be applicable.

- 4.5. Partial installation/commissioning shall be treated as non-commissioning of the entire solution ordered and will attract the penalty of Rs.5000/- per day, subject to a maximum of 5% of the proposed solution cost (only hardware). All items placed under one purchase order to be installed/commissioned and made functional to the satisfaction of the Bank within the stipulated delivery and installation time period.
- 4.6. In case of undue delay beyond a period of 15 (fifteen) days beyond the stipulated timelines unless otherwise waived by the Purchaser, Purchaser in its discretion reserves the right to cancel the order unconditionally and may consider termination of the Contract.
- 4.7. The Bank reserves the right to levy / waive off penalty on the Bidder considering various circumstances at that point in time.

5. PENALTY (WARRANTY SUPPORT RELATED)

- 5.1. Any device or component or part thereof are reported to be down should be replaced with new device or part by bidder as per SLA and Scope of Work as mentioned in this RFP. Meanwhile, Bidder has to arrange newly substitute (of equivalent or higher configuration) as per Service Level Expectation and Scope of Work as mentioned in this RFP. The reporting will be through a telephonic, portal or any other mode as the Bank may decide.
- 5.2. In case, if monthly uptime of for any of the modules of proposed solution (including hardware) or any part thereof falls below the guaranteed level, Bank will impose a penalty as per below mentioned slab of that particular device value and same will be deducted from any bill payable to the bidder or Performance Bank Guarantee during the Contract / Warranty period.
- 5.3. Down time due to the following situations will not be considered for the purpose of penalty calculation: Scheduled maintenance activity / planned downtime by the Bank. However, In case device/part thereof gone faulty during maintenance activity then Bidder has to replace the device/part as per defined Scope of work & SLA and penalty will be applicable accordingly.
- 5.4. **Penalty for Critical Network Equipment (SD-WAN) at Central location /Head Office*:**
In case if monthly uptime falls below the guaranteed level, IDBI Bank will impose a penalty as per below mentioned slab of that particular equipment value and same will be deducted from any bill payable to the vendor during the contract / warranty period.

Uptime: The percentage uptime shall be calculated on monthly basis as follows –

$$\text{Uptime} = \frac{(\text{Total no. of Hours in a month} - \text{Total Outage Hours in a month}) \times 100\%}{(\text{Total No. of Hours in a month})}$$

Monthly Uptime (%)	Penalty of (%) of Respective monthly device value
>=99.5	0
>=99.4 and < 99.5	2
>=99.3 and < 99.4	4
>=99.2 and < 99.3	6
>=99.1 and < 99.2	8
>=99.0 and < 99.1	10
>=98.9 and < 99.0	12
>=98.8 and < 98.9	14
>=98.7 and < 98.8	16
>=98.6 and < 98.7	18
< 98.6	No payment

*In Case, the equipment are deployed at the location.

5.5. **Penalty for Non-Critical Devices (Branches)**

In case the bidder fails to meet the standards mentioned in '**Service Level Expectations, Section-4**, a penalty of Rs.500/- per day per device up to a maximum of Rs.10,000/- shall be levied. And same will be deducted from any bill payable to the vendor during the contract / warranty period.

5.6. If call is not resolved within 5 days, this would be treated as deficiency in service and Bank in its discretion reserves right to get it repaired or hire such device/part through an alternative vendor and expense / loss incurred towards the same would be deducted or adjusted, up to 100% of purchase cost of the device, against any amount payable or PBG. However, the Warranty/AMC will continue for such device/part.

5.7. IDBI Bank reserves the right to levy / waive off penalty considering various circumstances at that point in time.

5.8. In case of 3 (three) consecutive failure of any device/part thereof during the warranty period, the bidder will have to replace the device with a new device of higher configuration, unconditionally, at no extra cost within 15 (fifteen) days of the reporting of the issue (4th occasion) as per the SLA and provide a Non EOL/EOS standby device of equivalent/higher configuration on immediate basis till the time replacement device is installed at the affected location. In case the bidder fails to replace the device or part thereof, the cost of the device would be deducted from the bidder's security deposit.

5.9. The purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the bidder in its hands (which includes the purchaser's right to claim such amount against bidder's Performance Bank Guarantee) or which may become due to the Bidder. Any such recovery of penalty shall not in any way relieve the

- Bidder from any of its obligations to complete the works/services or from any other obligations and liabilities under the Contract.
- 5.10. The Bidder shall ensure to perform preventive maintenance (PM) on quarterly basis, failing which the selected bidder will be penalized with 1 month Warranty Charges of that respective device and due to not performing the PM, any down time due to whatsoever be the reason (including earthing) for that device/part will be treated as non-compliance to SLA as per this RFP and penalty will be applicable.
- 5.11. In case of physical damage, bidder should ensure to provide standby device (equivalent or higher model) till the device repaired by bidder. However, bidder should ensure that, Bank's original device shall be repaired (wherever standby device is provided) within 10 business days from the date standby was provided. The standby device should not be EOL/EOS. The device taken for repair by the Bidder to their service center must be returned within 10 days, failing which the purchase cost of the device would be deducted or adjusted against any amount payable or PBG.
- 5.12. In case of cancellation of orders due to delay in deliveries/installations & commissioning/services, besides the penalty charged, Bank reserves the right to debarred the concerned vendor to participate in any RFPs, for the 1 year period which may extend up to 3 yrs.”.
- 5.13. “In case of the bidder fails to honor any PO issued under the contract, the maximum penalty as mentioned in the chart of penalties will be recovered from the vendor(s)”.
- 5.14. The Bidder shall ensure to submit consolidated report of any upgrade/advisory/bugs/vulnerabilities, released/suggested by OEM at any point of time during the AMC period on quarterly basis. If the bidder fails to do so, Penalty of Rs.500/- per day will be imposed on the Bidder, subject to a maximum of Rs.5000/- per month for every quarter.
- 5.15. The Bidder shall ensure to close the vulnerabilities identified by the Bank's security team or any third party affiliations such as Cert-in, etc. within 15 days from the date of report of vulnerabilities. If the bidder fails to do so, Penalty of Rs.500/- per day per equipment will be imposed on the Bidder, subject to a maximum of Rs.5000/- per equipment per month for each occasion during the contract period.
- 5.16. The Bidder shall ensure to upgrade the equipment within 15 days from the date of release of new version of OS/patch by OEM. The Bidder has to review the new released version/patch and ensure that new released version/patch must be stable before up-gradation. If the bidder fails to do so, Penalty of Rs.500/- per day per equipment will be imposed on the Bidder, subject to a maximum of Rs.5000/- per equipment per month for each occasion during the contract period.

6. PENALTY (AMC RELATED)

- 6.1. Any device or component or part thereof are reported to be down should be replace with a new device or part by the bidder as per SLA and Scope of Work as mentioned in this RFP . Meanwhile, Bidder has to arrange newly substitute (of equivalent or higher configuration) as per Service Level Expectation and Scope of Work as mentioned in this RFP. The reporting will be through a telephonic, OEM portal or any other mode as the Bank may decide.
- 6.2. In case, if monthly uptime for any of the modules of proposed solution (including hardware) or any part thereof falls below the guaranteed level, Bank will impose a penalty as per below mentioned slab of that particular device value and same will be deducted from any future bill payable to the bidder or Performance Bank Guarantee during the Contract / AMC period.
- 6.3. Down time due to the following situations will not be considered for the purpose of penalty calculation: Scheduled maintenance activity / planed downtime by the Bank. However, In case device/part thereof gone faulty during maintenance activity then Bidder has to replace the device/part as per defined Scope of work & SLA and penalty will be applicable accordingly.
- 6.4. **Penalty for Critical Network Equipment (SD-WAN) at Central location /Head Office*:**
In case if monthly uptime falls below the guaranteed level, IDBI Bank will impose a penalty as per below mentioned slab of that particular equipment value and same will be deducted from any bill payable to the vendor during the contract / AMC period.

Uptime: The percentage uptime shall be calculated on monthly basis as follows –

$$\text{Uptime} = \frac{(\text{Total no. of Hours in a month} - \text{Total Outage Hours in a month}) \times 100\%}{(\text{Total No. of Hours in a month})}$$

Monthly Uptime (%)	Penalty of (%) of Respective monthly device value
>=99.5	0
>=99.4 and < 99.5	2
>=99.3 and < 99.4	4
>=99.2 and < 99.3	6
>=99.1 and < 99.2	8
>=99.0 and < 99.1	10
>=98.9 and < 99.0	12
>=98.8 and < 98.9	14
>=98.7 and < 98.8	16
>=98.6 and < 98.7	18
< 98.6	No payment

*In Case, the equipment are deployed at the location.

6.5. Penalty for Non-Critical Devices (Branches)

In case the bidder fails to meet the standards mentioned in **'Service Level Expectations, Section-4,** penalty of Rs.500 /- per day per device up to a maximum of Rs.10000/- shall be levied. And same will be deducted from any bill payable to the vendor during the contract / AMC period.

- 6.6. If call is not resolved within 5 days, this would be treated as deficiency in service and Bank in its discretion reserves right to get it repaired or hire such device/part through an alternative vendor and expense / loss incurred towards the same would be deducted or adjusted, up to 100% of purchase cost of the device, against any amount payable or PBG. However, the Warranty/AMC will continue for such device/part.
- 6.7. IDBI Bank reserves the right to levy / waive off penalty considering various circumstances at that point in time.
- 6.8. In case of 3 (three) consecutive failure of any device/part thereof during the AMC period, the bidder will have to replace the device with a new device of higher configuration, unconditionally, at no extra cost within 15 (fifteen) days of the reporting of the issue (4th occasion) as per the SLA and provide a Non EOL/EOS standby device of equivalent/higher configuration on immediate basis till the time replacement device is installed at the affected location.
- 6.9. In case the bidder fails to replace the device or part thereof, the cost of the device would be deducted from the bidder's security deposit.
- 6.10. The purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the bidder in its hands (which includes the purchaser's right to claim such amount against bidder's Performance Bank Guarantee) or which may become due to the Bidder.
- 6.11. Any such recovery of penalty shall not in any way relieve the Bidder from any of its obligations to complete the works/services or from any other obligations and liabilities under the Contract.
- 6.12. In case of physical damage, bidder should ensure to provide standby device (equivalent or higher model) till the device repaired by bidder. However, bidder should ensure that, Bank's original device shall be repaired (wherever standby devices provided) within 10 business days from the date standby was provided. The standby device should not be EOL/EOS. The device taken for repair by the Bidder to their service center must be returned within 10 days, failing which the purchase cost of the device would be deducted or adjusted against any amount payable or PBG.
- 6.13. In case of cancellation of orders due to delay in deliveries/installations & commissioning/services, besides the penalty charged, Bank reserves the right to debarred the concerned vendor to participate in any RFPs, for the 1 year period which may extend up to 3 yrs."

- 6.14. "In case of the bidder fails to honor any PO issued under the contract, the maximum penalty as mentioned in the chart of penalties will be recovered from the vendor(s)."
- 6.15. The Bidder shall ensure to submit consolidated report of any upgrade/advisory/bugs/vulnerabilities, released/suggested by OEM at any point of time during the AMC period on quarterly basis. If the bidder fails to do so, Penalty of Rs.500/- per day will be imposed on the Bidder, subject to a maximum of Rs.5000/- per month for every quarter.
- 6.16. The Bidder shall ensure to close the vulnerabilities identified by the Bank's security team or any third party affiliations such as Cert-in, etc. within 15 days from the date of report of vulnerabilities. If the bidder fails to do so, Penalty of Rs.500/- per day per equipment will be imposed on the Bidder, subject to a maximum of Rs.5000/- per equipment per month for each occasion during the contract period.
- 6.17. The Bidder shall ensure to upgrade the equipment within 15 days from the date of release of new version of OS/patch by OEM. The Bidder has to review the new released version/patch and ensure that new released version/patch must be stable before up-gradation. If the bidder fails to do so, Penalty of Rs.500/- per day per equipment will be imposed on the Bidder, subject to a maximum of Rs.5000/- per equipment per month for each occasion during the contract period.

7. PENALTY FOR NON-PREVENTIVE MAINTENANCE (WARRANTY/AMC)

- 7.1.1. The Bidder shall ensure to perform preventive maintenance (PM) on timely basis as mentioned in the RFP, failing which the Selected Bidder will be penalized.
- 7.1.2. If any equipment and related items get burnt/damaged due to non-preventive measures by the bidder, the replacement of the device with same or higher capacity shall be provided by the bidder at no extra cost to the Bank.
- 7.1.3. During the warranty period, bidder needs to perform & submit the inspection report of Central equipment (DC & DR) along with the acceptance certificate which must be duly signed & sealed by the Bank official while claiming the payment of installation cost of central devices as per payment terms.
- 7.1.4. The PM must be performed by the bidder and the report must be submitted while claiming 3rd milestone payment {remaining 10% payment of Hardware & Software cost [A] (including warranty cost for 1 year) after successful running of SDWAN solution for a period of one (1) year post installation}.
- 7.1.5. Payments will be kept on hold in lieu of non-performance of inspection/PM during warranty period.
- 7.1.6. During AMC period, PM must be conducted by the bidder on **half yearly basis** and report must be submitted in the 1st week of 7th & 12th month respectively from the date of start of AMC of specific year along with AMC invoices/bills for previous quarters), failing which the selected bidder will be penalized with 1 month AMC Charges of that respective device and any down time due to whatsoever be the reason for that device/part will be treated as non-compliance to SLA as per this RFP and penalty will be applicable.

8. PENALTY (ONSITE/RESIDENT RESOURCE RELATED)

- 8.1.1. Penalty would be levied (on monthly basis) for non-adherence to SLA terms of this RFP
- 8.1.2. The onsite/resident engineer should perform their duties satisfactorily as per the scope of work defined in the RFP.
- 8.1.3. For incidents related to SDWAN equipment/service,

SLA for incidents related to SDWAN Equipment/Network/Service:

Severity Classification	Severity Definition	Response Time (#)	Resolution Time (#)	Penalty applicable
Level - 1	An existing Network or Environment is down or there is a critical impact to business operation. The impact of this incident is wide spread and may affect the functioning of an entire Network.	Within 30 minutes	Within 2 hours from the time of logging incident	Penalty of Rs.10000/- for delay in each hour up to Rs.5,00,000/-. In case if the issue still remains un-resolved, Bank may revoke the PBG or may terminate the contract.
Level - 2	Operation of an existing Network or Environment is severely degraded or significant aspects of business operation are negatively impacted by unacceptable Network or Environment performance. Operational performance of the Network or Environment is impaired, although most business operations remain functional.	Within 30 minutes	Within 4 hours from the time of logging incident	Penalty of Rs.1000/- for delay in each hour up to Rs.5,00,000/-. In case if the issue still remains un-resolved, Bank may revoke the PBG or may terminate the contract.
Level - 3	Information is required on product capabilities, service request is raised for installation, or configuration. There is little or no impact to business operation.	Within 30 minutes	Within Next Business Day (NBD)	Penalty of Rs.500/- for delay in each hour up to Rs.1,50,000/-. In case if the issue still remains un-resolved, Bank may revoke the PBG or may terminate the contract.

**In case, if Device is installed at the location*

(#)Response / Resolution Time starts from the time the call is logged.

For the purpose of SLA, a day means the period from the commencement of business hours to close of business hours at a particular location/Branch. (Normally 9.00 AM to 7.00 PM on all weekdays excluding 2nd & 4th Saturdays, Sundays & Bank Holidays). An hour means duration of 60 minutes during the business hours of a location/Branch.

For Central locations i.e. DC and DR the business hours will be 24x7x365.

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/22-23/56

EXCLUSION CLAUSES: The delay on account of the following shall not be taken into account while calculating the penalty:

- a. Approved Scheduled downtime obtained through proper change management process.
- b. Down time due to Bank issues like power failure, internal cable issues, WAN link down issues, etc.
- c. Other natural calamities (like earthquakes, fire, cyclone, flood, wars, strikes, revolutions, epidemics etc.).
- d. Any other situation which is beyond the control of bidder (to be assessed and agreed by the Bank).

- 8.1.4. In case of non-performance by engineers, Selected Bidder has to replace the engineer within 15 days of written communication about the same. Failure to replace the resource will attract penalty at Rs.1000/- per week, maximum up to Rs.10,000/-
- 8.1.5. Failure in providing the resource as per the manpower allocation will result in penalty at Rs.250/- per day per resource, subject to a ceiling of Rs.15, 000/- per month.
- 8.1.6. In case of the resource non-availability/absence (without replacement/backup resource) for more than 3 days, the penalty will be applicable and calculated on prorata basis (per day engineer cost amount) on yearly payable amount for the total days of absence.
- 8.1.7. The aforesaid penalty would be over and above the charges payable against the resources

9. REPORTS TO BE SUBMITTED BY SELECTED BIDDER

- 9.1. Detailed Project Plan during the kick-off meeting before beginning of delivery & installation.
- 9.2. Bank Network requirement document.
- 9.3. High level & low level design document.
- 9.4. Detailed network logical and physical topology diagram with IP Addressing, routing and switching strategy.
- 9.5. The bidder must ensure to submit the Installation report for each successful migrated location to the proposed SDWAN solution as per **Annexure-25** mentioned in the RFP.
- 9.6. Deployed Network equipment datasheets and configuration guides (GUI/CLI).
- 9.7. Network device configuration documents including configuration files/templates/policies, etc as per best industry standards or Bank's requirement.
- 9.8. Standard Operation Procedure documents (SOP) for deployed SDWAN solution by the Selected Bidder, as desired by the Bank. Reports of incident management that includes all the necessary information of incident shall be submitted on monthly basis to Bank. Selected Bidder should provide reports as per the Scope of Work and Service Level Expectation.
- 9.9. Power on self-test report (POST installation).
- 9.10. Installation report of equipment for each location.
- 9.11. Final Acceptance report of equipment duly signed & sealed by the Bank official.
- 9.12. Firmware or Hot fix or patch or Bug version report on Monthly basis.
- 9.13. Consolidated report of any upgrade/advisory/bugs/vulnerabilities, released/suggested by OEM at any point of time during the contract period on quarterly basis.
- 9.14. Preventive maintenance reports (DC & DR) need to be submitted by the Selected Bidder as mentioned in Section-2 (Scope of Work towards Preventive Maintenance of Central Equipment (DC & DR) of the RFP.
- 9.15. Vulnerability mitigation report on Monthly basis.

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

- 9.16. Preventive Maintenance report on quarterly basis.
Any other reports as desired by Bank.

10. DELIVERY & ISNTALLATION OF SDWAN SOLUTION

- 10.1. Delivery, installation, commissioning of SDWAN equipment including hardware, software & license will be at IDBI DC-Navi Mumbai, DR-Chennai & Pan India branch/office locations from the date of placement of order by the Bank as per below mentioned timelines;

Delivery: Successful delivery of SDWAN equipment including hardware and software, verification of BOM, rack mounting & POST (Power On Self-Test) within 16 weeks from the date of issuance of purchase order by the Bank.

Installation: Successful installation, commissioning, configuration, activation of licenses & User Acceptance Testing (UAT) within 18 weeks from the date of issuance of purchase order by the Bank.

- 10.2. Installation will include power-on, rack-mounting, complete installation, configuration, licenses activation, commissioning by the bidder.
- 10.3. Commissioning will include the installation and complete configuration of equipment as per Bank's requirement and all the equipment must be running for at least 10 days from the date of commissioning of services. Acceptance certificate will be provided only post commissioning of all the equipment.
- 10.4. Bidder needs to get the confirmation/acceptance from Bank's officials on the consideration of successful completion of installation & commissioning of equipment to Bank's satisfaction, else installation & commissioning would be treated as incomplete.
- 10.5. Reason for delay for installation of equipment:
- 10.5.1. If the delay in installation from bidder side – It should me mentioned as “Delay from bidder side”.
- 10.5.2. If the delay for installation from Bank side – The bidder needs to attach the email/signed statement on the installation report from the concerned Bank official concerned clearly mentioning that “The delay is from Bank side due to “(give reason)”.
- 10.6. The delivery, installation & commissioning schedule specified above shall be strictly adhered to. Time is the essence of this Contract. The delivery of equipment at location will be done on obtaining prior permission from the Bank. If, equipment are delivered at location without obtaining permission from the Bank then Bank will not be responsible for any further consequences.
- 10.7. The bidders should submit a list of support center addresses, contact person & the resolutions /response/Escalation matrix for the locations for which order has been placed in the purchase order.
- 10.8. For New branches, delivery of equipment should be made after getting clearance and confirmation of the location address from the Bank. On receipt of confirmation received, Bidder should delivered the equipment in 15-days to respective branch and for Adhoc/Replacement cases.
- 10.9. In case an identified location of branch is backing out and a new location is identified in lieu thereof, the bidder to take notice of change of address / location from bank and update his database accordingly to ensure that the delivery is taking place at the right location. Bank may cancel the PO for such back out branch in case alternate location address is not provided by the Bank.
- 10.10. When a single PO is issued for delivery at multiple locations, the delivery of equipment should commence as and when a location is ready for delivery and installation no sooner than it is confirmed

- by the Bank. The bidder shall not wait for the readiness of all the locations for delivery and installation of equipment in one go.
- 10.11. In POs for multiple locations, the vendor should have the flexibility to make change of locations if required by the Bank. For this purchase, the bidder should process delivery of equipment at each single location under the PO as an individual PO specific to that particular location. In essence, POs with single or multiple locations should have the flexibility to accommodate change of locations if the Bank so desires. Delivery to changed locations should be carried out without any hassle and at no extra cost.
- 10.12. If, there is any change in the bidder's name, it is the bidder's responsibility to intimate the bank in writing along with necessary supportive valid documents
- 10.13. The Selected Bidder must co-ordinate with all back-end vendors for proper delivery and installation of the equipment at each branch location.
- 10.14. Necessary road permits and way bills required for transportation and delivery of all the equipment should be arranged by the Bidder.
- 10.15. The Selected Bidder should appoint one Program Manager as a single point of contact along with Senior Coordinator & engineer for the new branch-rollout.
- 10.16. One engineer must be present at the branch site on the day of the new branch inauguration to coordinate and support for last minute exigencies. The distribution of the branches will be shared with the successful vendors.
- 10.17. The vendor should prepare a detailed project plan in concurrence with the Bank.
- 10.18. The Selected Bidder will be the single point of contact for supply, installation and configuration and for maintenance services during the warranty period.
- 10.19. The Selected Bidder would be required to get the finalized architecture certified by the OEM before proceeding for installation of the proposed solution.
- 10.20. Inventory of all SD-WAN devices should be shared on periodical basis as decided by the Bank in the format as provided by Bank.

11. SPARE PARTS

- 11.1. Bidder should provide spare hardware details placed at their respective Depots mapped to Bank branches. Bidder should ensure that the spare parts for network equipment provided during the contract period are available for minimum Six years from time installation / acceptance of the network equipment.
- 11.2. If the spare parts are not available or difficult to procure or procurement is likely to be delayed for replacement if required, the replacement shall be carry out with state of the art technology equipment of equivalent capacity or higher capacity at no additional cost to IDBI Bank.

12. TYPE OF SUPPORT

- 12.1. As per Geographical mapping between Support depots & IDBI branches, Selected Bidder should provide equipment or part thereof support as per Scope of work and SLE defined in this RFP.

- 12.2. Any patches or hotfixes or firmware or new version of network equipment's will be updated at the time of installation, Commissioning under warranty period and during AMC period (If bank enters into AMC).
- 12.3. Support within warranty period shall be given for 1 year from date of acceptance and sign off by Bank for network equipment's and Bidder shall extend same type of support (same as warranty period) within AMC period.
- 12.4. he Selected Bidder will offer onsite comprehensive warranty for the hardware, software and licenses against defects arising out of faulty design, materials and workmanship or due to any reason for a period of one (1) years from the Date of acceptance of equipment by the Bank (hardware, software & License). The on-site comprehensive support for the hardware and software during Warranty & AMC period includes replacement of faulty device or parts thereof/ defective parts/spare parts.
- 12.5. In case of device/part thereof gone faulty, the Selected Bidder shall replace the faulty device/part as per SOW & SLE defined in RFP. Further, bidder shall provide & install standby similar make model or equivalent device against faulty IT equipment at all circumstances to make the network functional within defined SLA.
- 12.6. At all times the engineer should provide a solution to the Bank without any data loss. In case it is not feasible engineer should inform the concerned officer that proper backup to be taken before carrying out the resolution activity. The standby device should not be EOL/EOS.
- 12.7. **TRAINING SERVICES:**
- 12.7.1. The Bidder shall provide training at Bank's Datacenter in Navi Mumbai (via physical presence as well as video conferencing) to the number of personnel identified by Bank on functional, operational and reporting aspects of the entire proposed solution.
- 12.7.2. The Bidder shall provide training in batches (wherein maximum 10 participants per batch).
- 12.7.3. The training should cover the installation, designing, configurations, features list and troubleshooting of all the modules of proposed solution.
- 12.7.4. Training deliverables shall be:
- 12.7.4.1. User Training Plan
- 12.7.4.2. Training Material in English

2. CONTRACT PERIOD

- 2.1. The total period of the contract with the selected bidder shall be for a period of 6 (Six) years. This includes 1 (One) year warranty period and thereafter, 5 (Five) years of Annual Maintenance Contract (AMC) post expiry of warranty period.
- 2.2. **Rate contract** would be valid for a period of 1 year from the issuance of the 1st purchase order for this RFP.
- 2.3. After the end of above Contract Period, Bank may at its discretion, extend the contract for a specified period at a negotiated cost on mutually agreed basis with the vendor.

**3 THE DETAILS OF DOCUMENTS TO BE FURNISHED BY THE BIDDER ARE SPECIFIED
HEREUNDER:**

- 3.1 (Three) copies of Bidder's original invoice clearly indicating contract number, GST details, Services/Product description, quantity, unit price and total amount.
- 3.2 Prior to preparing invoice copy and delivery challan before delivering the equipment, the Bidder should check, verify and confirm the location address, user name, contact details with our PO. Bidder should ensure proper delivery of equipment. Address, Name of end user, and contact details are mentioned on the invoice copy / delivery challan, so that the equipment are delivered at the correct location & end user. If the equipment are delivered at a location different from the location they are actually to be delivered to, then it will be the sole responsibility of Selected Bidder to arrange delivery of the equipment at the locations they are meant for at no extra cost to the Bank. No extra payment will be made for wrong delivery or miss delivery of equipment/s.
- 3.3 Original Delivery note / Challan and installation report/acceptance certificate duly signed for receipt, installation and commissioning of equipment from the concerned location.
- 3.4 Bidder's warranty certificate, if applicable.
- 3.5 Inspection certificate issued by the nominated inspection agency, if applicable.
- 3.6 Other documents which the Bank may specify to the Bidder.
- 3.7 The above documents shall be received by Bank (except where it is handed over to the consignee with all documents) and, if not received, the Bidder will be responsible for any consequent expenses and other liabilities arising there from.

4 WARRANTY

- 4.1 The Bidder further represents and warrants that all the devices delivered /rendered, installed, and commissioned under and in accordance with this Contract are of the most recent version and incorporate all recent improvements in design and / or features. The Bidder further warrants that all the devices supplied under this contract shall have no defect, arising from design or from any act, error/defect or omission of the Bidder.
- 4.2 The minimum comprehensive onsite Warranty period for supplied devices (hardware & software), related accessories should be for a period of 1 year from the date of acceptance of devices and adhere with the Scope of Work and Service Level Expectations of the said RFP. For devices, support should be directly from the OEM.
- 4.3 The Bidder shall, in addition, comply with the performance guarantees specified under and in accordance with the Contract. In SNR (Site Not Ready) cases, warranty would start after 30 days from the date of the Installation Report signed as "SNR".

- 4.4 Upon receipt of notice of such defect / error or deficiency, the Bidder shall, as per Contract, Scope of Work and Service Level Expectation, with all reasonable speed, replace the defective devices or parts thereof, without cost to Purchaser.
- 4.5 Bidder shall ensure to replacement of failed device/part thereof as per Scope of work & SLE defined in RFP.
- 4.6 Any device or part thereof are reported to be down during warranty period should be replaced by new device or part (of equivalent or higher configuration) as per Service Level Expectation and Scope of Work as mentioned in RFP. The reporting will be through a telephonic or any other mode as the Bank may decide.
- 4.7 If the Bidder has been notified fails, to remedy the defect(s) within the period specified in SLE section, Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights, which Purchaser may have against the Bidder under and in accordance with the Contract.
- 4.8 Software updates and upgrades during period of warrant should be provided and install by Bidder in time bound manner at no extra cost to Bank
- 4.9 The Bidder shall ensure to submit any advisory/bugs/vulnerabilities, released/suggested by OEM at any point of time during the warranty period. Further, consolidated report need to be submitted by Bidder to Bank on monthly basis.

5 ANNUAL MAINTENANCE CONTRACT (AMC)

- 5.1 After the expiry of warranty period, Bank may enter into Annual Maintenance Contract (AMC) with the bidder or OEM based on the performance of the bidder in the previous year/s as deemed satisfactory by the Bank and Bank's requirement. In such a case, the Bidder/OEM shall provide the AMC services at not less than 8% & not more than 15% of the hardware & software cost [A] of **Annexure-2** of the items to be maintained for at least next 5 years (after expiry of warranty). The bidder shall maintain the SLA as mentioned in the RFP. Also, IDBI Bank reserves the right to maintain the hardware / software in-house or through any other third party agency.
- 5.2 Scope of work & SLE's as defined in RFP will remain same for AMC period.
- 5.3 Bidder shall extend same type of support (same as warranty period) within AMC period.
- 5.4 Bank will issue the AMC PO on yearly basis based on satisfactory performance of the bidder in the previous year and Bank's requirement.

6 PAYMENT TERMS

6.1 Delivery and Installation of Network Equipment:

- 6.1.1 No advance payment will be made on award of the contract.

- 6.1.2 Payments will not be released for any part-shipment or short-shipments.
- 6.1.3 Payment will be processed only after submission of necessary documents like delivery challan, Installation/commissioning report duly signed by authorized concerned bank official, accompanied by the correct Invoices.
- 6.1.4 Bidder may claim the combined payment for SD-WAN equipment of Central locations (DC & DR) and combined payment for SD-WAN equipment of IDBI PAN India branches/offices separately as per project milestones and payment terms mentioned in the subsequent sections.
- 6.1.5 Bidder may submit invoices state-wise and may claim payment as per project milestones and payment terms mentioned in the subsequent sections for all SDWAN equipment belonging to the particular state.
- 6.1.6 The payment of SDWAN equipment including hardware and software with one (1) year warranty will be released as per the project milestones and payment terms mentioned in the subsequent sections and only after submission of correct invoices and relevant documents.

Sr. No.	Description	Milestone based Payment
1	On successful delivery of SDWAN equipment including hardware and software, verification of BOM, rack mounting & POST (Power On Self-Test) & On successful signing and execution of documents mentioned in Section-2 & Annexure-22 of RFP	50% cost of SDWAN equipment including hardware, software & with 1 year warranty as mentioned in PO, subject to submission of correct Invoices & Delivery Challan duly signed by concerned Bank Official, after deducting penalty charges for late delivery (if any). & On successful signing and execution of documents mentioned in Section-2 & Annexure-22 of RFP
2	Post-delivery, On successful installation, commissioning, configuration, activation of licenses & User Acceptance Testing (UAT)	40% remaining cost of SDWAN equipment including hardware & software with 1 year warranty as mentioned in PO, subject to submission of correct Invoices, LLD (Low level design), HLD (High level design), Certification from OEM for SDWAN solution design and Network architecture & after deducting penalty charges for late delivery (if any) and adjustment of buyback cost (if any). & 100% cost of licenses for the proposed SDWAN solution, subject to submission of correct invoices, after deducting penalty charges (if any). & 100% cost of installation & commissioning*, subject to submission of warranty details by bidder and sign-off & acceptance by the Bank, after deducting penalty charges for late installation (if any). *Payment of Installation cost for Central SD-WAN equipment at DC & DR is subject to below terms:

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

		<ul style="list-style-type: none"> • Successful & satisfactory migration of 100 branch/office locations to proposed SD-WAN solution. • Performing & submitting of inspection report for Central SD-WAN equipment at DC & DR by the Bidder along with the invoices.
3	On successful running of the entire SD-WAN solution for 1 year	10% remaining cost of SD-WAN equipment including hardware & software with 1 year warranty as mentioned in PO, subject to submission of correct Invoices, after deducting penalty charges (if any) and performing PM for Central SD-WAN equipment and acceptance of PM report by the Bank.

6.1.7 Accordingly Vendor has to make adjustment of buyback cost of equipment (plus taxes) in 2nd payment milestone of above payment terms or vendor has to provide the credit note (plus taxes) for the buyback cost.

6.1.8 The buyback cost of the equipment will be adjusted in the invoice payable monthly/quarterly to the vendor (Product/AMC bill)

6.1.9 For AMC and Onsite/Resident Resource Services

6.1.9.1 After the expiry of warranty period, Bank may enter into Annual Maintenance Contract (AMC) with the bidder or OEM for the devices (ADCs-Load balancer) including hardware & software based on the performance of the bidder in the previous year/s as deemed satisfactory by the Bank and based on Bank’s requirement.

6.1.9.2 Bank will issue the AMC PO on yearly basis based on satisfactory performance of the Bidder in the previous year and based on Bank’s requirement.

6.1.9.3 Payment will be made quarterly in arrears for each year after receipt of necessary invoice and submission of monthly reports including SLA, device health reports and after deduction of penalties, if any. In case of termination of services, the payment will be made on pro rata basis for the duration for which the services were provided. Vendor has to adjust penalty amount in invoice or submit credit note (plus taxes) along with the AMC invoice.

6.1.9.4 For Items (devices) moving into AMC on expiry of warranty period, AMC charges shall be calculated on pro-rata basis for the broken period. Similarly, for items(devices) de-commissioned / phased out (retired) during the contract period, AMC charges shall be calculated on pro-rata basis up to the date of de-commissioning / retired and the amount shall be adjusted against payment due.

6.1.9.5 In case of addition of devices (proposed/same model) into the AMC during the contract, then AMC charges of those newly added devices will be calculated as per discovered prices (proposed/same model)) through this RFP.

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

- 6.1.9.6 Payments will be released after submission of the correct invoices and relevant documents in adherence with the Bank's payment procedure after adjustment of penalty dues (if any).
- 6.1.9.7 Payment for Onsite/Resident resources will be made quarterly in arrears for each year after receipt of necessary invoice and after deduction of penalties, if any. In case of termination of services, the payment will be made on pro rata basis for the duration for which the services were provided. Vendor has to adjust penalty amount in invoice or submit credit note (plus taxes) along with the Onsite/Resident engineer invoice.
- 6.1.9.8 The Bank shall not be responsible for any delay in payment due to non-availability of supporting documents from the bidders.
- 6.1.9.9 Payment of AMC will be made subjected to satisfactory services rendered by the bidder.
- 6.1.10 All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.
- 6.1.11 Payments will be withheld in case of Non-compliance of the terms and condition of RFP document
- 6.1.12 The undisputed payment will be made as per completion of milestones and after submission of necessary documents like delivery challan, Installation reports, acceptance certificate, etc. duly signed / sealed by authorized Bank person and road permit receipt (if any) etc.
- 6.1.13 The invoice should be clear and with all supporting documents else the payment processing shall be delayed and Bank will not be responsible for any delay in non-payment beyond stipulated time to the bidder due to non-availability of supporting documents.
- 6.1.14 The payment processing is done centrally at Mumbai. The Selected Bidder should submit undisputed bills / invoices to the billing/invoicing contact indicated in the Purchase Order. The payment will be released upon submission of all required documents to the satisfaction of the Bank and in adherence with the Bank's payment procedure.
- 6.1.15 Vendor has to submit the Performance Bank Guarantee (in the manner and form as provided in the RFP) for 3% of Total contract value excluding AMC cost for 2 years upfront at the time of signing of the Contract. The Bidder shall be required to submit fresh/renewed PBG along with extended claim period, in case the tenure for completion of the Contract is extended or procurement of additional devices through this RFP rate contract.
- 6.1.16 The payments will be withheld till the submission of extended Performance Bank Guarantee, if any.
- 6.1.17 All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this RFP document and subsequent agreement is included in the amounts quoted and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging.
- 6.1.18 All the payments to the Selected Bidder shall be subject to the Performance/ Delivery of the

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

Services to the satisfaction of IDBI Bank for this purpose.

6.1.19 Penalties, if any, shall be deducted from the invoice value.

6.1.20 The Selected Bidder shall be solely liable for the payment of all the past, present and future central, state and local levies, duties, octroi, local body tax, fines, fees and penalties etc. (including without, excise duties and customs duties, if any) by whatever name called, as may become due and payable in relation to the Services.

6.1.21 Notwithstanding anything contained in this RFP/ the Contract or in any other document(s):-

- Under no circumstances IDBI Bank shall be liable to the Selected Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
- For Onsite/resident resources, the Payment will be made on quarterly basis.
- IDBI Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Selected Bidder or any other person engaged by the Selected Bidder in the course of performance of the Service.
- IDBI Bank reserves the rights to dispute/deduct payment/withhold payments/set-off/further payment due to the Selected Bidder under the Contract, if the Selected Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the IDBI Bank at its sole discretion adjudge.
- Selected Bidder shall permit IDBI Bank to hold or deduct or set off the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
- It is clarified that the any payments of the charges made to and received by authorized Selected Bidder personnel shall be considered as a full discharge of IDBI Bank's obligations for payment under the Contract.

SECTION 3

1. DEFINITIONS:

In this RFP / Bid Document / Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

1.1. "The Contract" means the agreement entered into between Purchaser and the Bidder as recorded in the contract form duly signed by the Parties, including all annexures, schedules, exhibits, supplements, appendixes, amendments, revisions, notations and modifications thereof for supply, installation, implementation of RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES for IDBI Bank Limited as inclusively stated under Service Level Expectations, and Scope of work.

1.2. "Selected Bidder" or "Vendor" means any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.

1.3. "Purchaser" means IDBI Bank Limited including its successors and assigns.

1.4. "Contract Price" means the price/compensation payable to the Selected Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.

1.5. "Service(s)" means all the services, which the Bidder is required to provide and/or procure to the Purchaser under and in accordance with the Contract.

1.6. "Service Period" means the period as defined in the Contract Period.

1.7. "System" or "Equipment" or "solution" means and includes hardware, software, etc., required for operationalizing the proposed solution and to provide the Services as mentioned in the RFP.

1.8. In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive and binding on the Bidder.

1.9. "Acceptance of Bid" means the letter/fax or any memorandum communicating to the Bidder the acceptance of its Bid and includes an advance acceptance of his Bid.

1.10. "Business Day" means neither any day that is not a Sunday nor a public holiday (as per the official holidays observed by Bank).

1.11. "Confidential Information" means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Bank provide regarding third parties; information disclosed pursuant to RFP & other documents; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its subsidiaries or affiliates and/or any other information whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all trade secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

1.12. "Commissioning" means, the System shall be considered to have been commissioned, when the entire job, including supply, configuration, successful testing of all hardware & software is executed to the satisfaction of the Purchaser.

1.13. "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.

1.14. "Effective Date" means the date on which the Contract is signed and executed by the Parties hereto. If the Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.

1.15. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, logo, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

1.16. "Parties" means the Purchaser and the Bidder and "Party" means either of the Parties.

1.17. "Site" means the place where the product / service / solution is to be delivered and commissioned or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

2. INTERPRETATION:

In this Contract unless a contrary intention is evident:

- 2.1. The clause heading is for convenience only and do not form part of this Contract;
- 2.2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 2.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- 2.4. A word in the singular includes the plural and a word in the plural includes the singular;
- 2.5. A word importing a gender includes any other gender
- 2.6. A reference to a person includes a partnership and a body corporate;
- 2.7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- 2.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- 2.9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of IDBI Bank Ltd.
- 2.10. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

3. CONDITIONS PRECEDENT

This Contract is subject to the fulfillment of the following conditions precedent by the Bidder

- 3.1. Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security), as per the format given in **Annexure 9 & Annexure 10**.
- 3.2. Execution of a Deed of Indemnity as per format given in **Annexure 12**.
- 3.3. Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.

3.4. Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder and that the vendor is not in violation of any law including Intellectual Property Rights.

3.5. Furnishing of such other documents as the Purchaser may specify from time to time at its discretion, including but not limited to definitive documents.

4. STANDARD PERFORMANCE:

4.1. The Selected Bidder shall carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional standards and shall observe sound management, technical practices. It shall employ appropriate advanced technology, procedures and methods. The Selected Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to Bank and shall, at all times, support and safeguard Bank's legitimate interests in any dealing with third parties.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION:

5.1. The Selected Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Selected Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this Contract. The Selected Bidder shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

5.2. The Bidder shall not, without Purchaser's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.

5.3. Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the Contract, if so required by Purchaser.

5.4. The Bidder shall sign the Non-Disclosure Agreement as per format provided in **Annexure 11**

6. INDEMNITY

The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favor of the Purchaser in a form and manner, as given in **Annexure 12**, indemnifying the Purchaser its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract Period including but not limited to third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, logo, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise.

The provisions under this clause shall survive the termination of the Contract.

7. INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS

7.1. Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and products

which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

7.2. Further, the Bidder shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the information technology system installed by the Bidder, shall be acquired in the name of the Purchaser, prior to termination of this Contract and which shall be assigned by the Purchaser if necessary under the applicable laws or otherwise to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, or this Contract. However, subsequent to the term of this Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of the Purchaser.

7.3. The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or any sub-Bidder during the course of performance of the Services.

7.4. In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, logo, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Products or any part thereof in India or anywhere, the Selected Bidder shall act expeditiously to extinguish such claim. If the Selected Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Selected Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Selected Bidder of such claim, if it is made, without delay.

8. INSPECTION & QUALITY CONTROL TESTS/CHECK

8.1. Purchaser's right to inspect, test and where necessary, reject the goods after the goods' arrival at the destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by Purchaser or its representative prior to the goods' shipment from the place of origin.

8.2. Nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.

8.3. IDBI Bank reserves the right to evolve a procedure of quality checking to ensure that the Services are according to the prescribed specifications and standards.

8.4. Purchaser's has the right to inspect and test the goods at Bidder plant at any time during the Contract Period.

9. MANUALS

9.1. The Bidder must along with the equipment, supply all relevant manuals for the systems delivered / installed. The manuals shall be in English.

9.2. Unless and otherwise agreed, the equipment(s) shall not be considered to be completely delivered for the purpose of taking over, until such manuals as may be necessary are provided to Purchaser.

9.3. System manuals should include the specifications of the various equipment supplied.

10. ACCEPTANCE CERTIFICATES

10.1. On successful completion of acceptability test, receipt of deliverables, etc. and after the Purchaser (which shall not be deemed to be an obligation on the Purchaser) is satisfied with the working of the System, the Acceptance Certificate in the format given in **Annexure - 13**, The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Systems.

11. INCIDENTAL SERVICES:

11.1. The incidental services to be provided pursuant to and in accordance with the Contract are as under:

- i. Performance of on-site commissioning of the System;
- ii. Furnishing of services required for maintenance of the rendered Systems.
- iii. Furnishing manuals for each appropriate unit of the rendered Systems
- iv. Maintenance of the rendered equipment for the "Contract Period", provided that this equipment shall not relieve the Bidder of any warranty period obligations under and in accordance with this Contract; and
- v. Any other related services as the Purchaser may require and deem fit.

12. CHANGE ORDERS / ALTERATION / VARIATIONS

12.1. The Bidder agrees that the requirements given in specifications, charts, etc in the Bid Documents are minimum requirements of mere indicative nature and are in no way exhaustive. It shall be the responsibility of the Bidder to meet all the requirements of specifications, charts, etc and other criteria contained in the Bid Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the Bid Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to Purchaser. Further upward revisions and or additions required to make Bidder's selected equipment and installation procedures to meet Bid Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Purchaser. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the Bid Documents which the Bidder had not brought out to the Purchaser's notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.

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

- i. Functional specification
- ii. The Services to be provided by the Bidder

12.3. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance or observance 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 as may be decided by Purchaser. Any claims by the Bidder for adjustment under this clause must be asserted within 30 (Thirty) days from the date of knowledge of Purchaser's change order by the Bidder.

12.4. Change order as stated above comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.

12.5. If the Contract provides applicable rates for the valuation of the variation in question, the Contract price shall be increased or decreased in accordance with those rates.

12.6. Any change order shall be duly approved by the Purchaser (including any modification / change in the Contract Price) in writing.

12.7. If there is a difference of opinion between the Bidder and Purchaser whether a particular work or part of the work constitutes a change order or not, the decision of the Purchaser shall be final, conclusive and binding on the Bidder.

13. CONTRACT AMENDMENT

13.1. No variation in or modification of the terms of the Contract shall be made, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties. The Selected Bidder, however, agrees it shall be bound to amend the Contract, if so required by IDBI Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment / modification etc. in the Reserve Bank of India Act, 1934 / the Banking Regulations Act, 1949 and / or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI.

14. LIQUIDATED DAMAGES

14.1. If the Selected Bidder fails to meet the requirements under Service Level Agreement like delays / or defaults / deficiency of services in delivery / installation / replacement / repair of any or all of the Systems and equipment mentioned in the Purchase order (PO), Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, not construed as penalty, a sum equivalent to 1% per week or part thereof of the value of P.O. subject to maximum deduction of 10% (ten percent) of the P.O. value.

14.2. If the Bidder consistently fails to meet the requirements under Service Level Agreement (SLA) or complete the services as per the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the contract / services, the Purchaser may without prejudice to any other right or remedy (i.e. penalties) available to the Purchaser as under the Contract, recover from the Bidder, liquidated damages over and above the penalties.

14.3. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's performance Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.

14.4. IDBI Bank reserves the right to impose / waive off the Liquidated Damages.

15. DEFICIENCY IN THE BIDDER'S PERFORMANCE

15.1. Delivery, Installation & Maintenance of the equipment shall be made by the Selected Bidder strictly in accordance with the scope of work prescribed by the Bank. Time is of the essence of Contract.

15.2. If at any time during the performance of the Contract, the Selected Bidder encounters conditions / situations impeding adherence to the scope of work, the Selected Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and the cause(s) thereof. After receipt of the Selected Bidder's notice, the Bank shall at the earliest evaluate the condition / situation, and consider, extending the Selected Bidder's time for performance, with or without penalty, in which case, the extension shall be ratified by the Parties by written amendment of the Contract or through an email.

15.3. Except as provided in the above clause, a delay by the Selected Bidder in the performance of its delivery obligations shall render the Selected Bidder liable to the imposition of penalty, unless an extension of time is agreed upon without levying penalty.

15.4. A delay by the Selected Bidder in the performance of its Contract obligations shall render the Selected Bidder liable to any or all the following sanctions:

- i. Forfeiture of its performance security
- ii. Termination of the Contract for default

16. DISPUTE RESOLUTION

16.1. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:

- i. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
- ii. The matter will be referred for negotiation between CGM (ITD) of the Purchaser and Mr. _____ of the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of thirty (30) days.

16.2. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.. The Sole Arbitrator shall be appointed by the Bank. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

16.3. The Bidder shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

16.4. The provision under this section survives the contract.

17. ADDRESS FOR NOTICE

17.1. All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served:

- (i) if delivered by hand and received by an authorized employee or officer of the Party,
- (ii) upon receipt of confirmation receipt when sent by facsimile; or
- (iii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested;
- (iv) when sent by electronic mail. All notices and other communication shall be addressed as follows:



In the case of Purchaser	Dy. General Manager Vendor Management Group, Information Technology Department IDBI Bank Limited, IDBI Building, Plot No: 39-41, Sector 11, CBD Belapur, Navi Mumbai - 400614. Tel. No. 022 – 6740 1738 Email: dgm.itvmg@idbi.co.in
In the case of the Bidder	<..... company name & Address > Attn: Shri _____ Tel: +91- _____ Fax: +91- _____ Email: _____

17.2. A party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

18. TAXES & DUTIES

18.1. The Selected Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with delivery & transportation of equipment at the delivery locations including incidental services and commissioning. Payment of entry tax, if applicable, will be made at actual, on production of suitable evidence of payment by the Bidder.

18.2. Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

18.3. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price quoted in the Bid by the Bidder shall include all such taxes in the Contract Price.

18.4. Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

18.5. The Bidder’s staff, personnel and labor will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

18.6. The Bidder shall also be responsible for having his sub-Bidder(s) under this sub-contract(s) on account of payment received by the sub-Bidder(s) from the Bidder for works done under the sub-Bidder(s) for which Purchaser will in no case bear any responsibility. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder’s details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The Bidder and his sub-Bidder(s) or their personnel shall bear all the taxes if any, levied on the Bidder’s, sub-

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

Bidder's and Bidder's personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

18.7. The Bidder agrees that he and his sub-Bidder(s) shall comply with the Income-tax Act in force from time to time and pay Income -tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

18.8. The Bidder fail to submit returns/pay taxes in times as stipulated under the Income -tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.

18.9. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

19. SELECTED BIDDER INTEGRITY

19.1. The Selected Bidder is responsible for and obliged to conduct all contracted activities strictly in accordance with Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

20. SELECTED BIDDER OBLIGATION

20.1. The Selected Bidder is obliged to work closely with Purchaser's staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Selected Bidder will abide by the job safety measures prevalent in India and will free / indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Selected Bidder will pay all indemnities arising there from and will not hold Purchaser responsible or obligated.

20.2. The Selected Bidder would be required adhere to the scope of work defined in the RFP to enable the Purchaser to meet the operational objectives. It will be the Selected Bidder's responsibility to ensure the proper and successful implementation and continued operation of the proposed branch / sites / hardware / software.

20.3. The Selected Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The Selected Bidder will treat as confidential all data and information about Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser.

21. SURVIVAL

21.1. Any provision of this Contract which, either expressly or by implication, survive the termination or expiration of this Contract, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract is valid and in force.

21.2. The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.

22. NO SET-OFF, COUNTER-CLAIMS, CROSS-CLAIMS

22.1. In case the Bidder has any other business relationship with Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

22.2. In case the Bidder has any claim, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

22.3. However, IDBI Bank shall have such rights against the Selected Bidder up to maximum of 100% of the contact value.

23. THE TRI-PARTITE AGREEMENT

23.1. The Bidder shall enter into relevant agreement covering all related Parties at a later date, if required, incorporating the requisite terms and conditions herein in the form and manner and to the satisfaction of Purchaser.

24. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS

24.1. Bidder shall comply with the provision of all laws including labor and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labor and industrial laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.

24.2. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

24.3. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

24.4. Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

25. STATUTORY REQUIREMENTS

25.1. During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Purchaser indemnified in this regard.

25.2. Selected Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP for the purpose of inspection and audit of IDBI Bank. Selected Bidder shall provide access, to officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall not be duty bound to give any prior notice to Selected Bidder before carrying out the said inspection or audit.

25.3. The Selected Bidder agrees to allow officers of IDBI Bank to inspect and make copies at their own cost, of the records relating to the Services performed / delivered by the Selected Bidder, maintained by Selected Bidder pursuant to the Contract/this RFP.

25.4. In regards to the above, the Regulators and Government Authorities including RBI officials shall be entitled to conduct audits of the Selected Bidder at any point of time.

26. PURCHASER'S RIGHT OF INSPECTION AND PERIODIC AUDIT

26.1. The Purchaser reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the project.

26.2. The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.

26.3. Purchaser's right to inspect, test and, where necessary, reject the Goods / Services after the Goods / Services' arrival at the destination shall in no way be limited or waived by reason of the goods / services having previously been inspected, tested, and passed by Purchaser or its representative prior to the Goods / Services shipment from the place of origin.

26.4. It is expressly agreed that nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.

27. CONTRACT PRICE

27.1. Prices payable to the bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

27.2. The contract price will be valid for the period of **entire contract** from the date of issue of LOI / First PO / Contract date whichever is earlier. The Bank may extend the contract price on mutual agreed basis.

27.3. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

27.4. The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

27.5. Further, Bank shall be entitled to make adjustment in the payment of Contract price in the event of levying penalty on the Bidder.

28. INFORMATION SECURITY

28.1. The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser's premise without written permission from the Purchaser.

28.2. The Bidder personnel shall follow Purchaser's information security policy and instructions in this behalf.

28.3. Bidder acknowledges that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Purchaser

depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage Purchaser. By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.

28.4. Bidder shall, upon termination of this Contract for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic.

28.5. Bidder shall provide certificate/assurance from application providers/OEMs that the application is free from embedded malicious / fraudulent code."

28.6. The Bidder shall ensure that the equipment / application / software being supplied shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the bank arising due to activation of any such embedded malware / malicious code. The Bidder shall further supply a certificate to the bank in the form Appended herewith.

28.7. The Bidder shall ensure that subsequent patch, hotfixes and upgrades are also free from malicious code.

28.8. The Bidder shall abide to the Information Security Policy (ISP) and Cyber Security Policy (CSP) of the Bank (as amended from time to time), which will be shared by the Bank with the L1 Bidder on need to know basis. The L1 Bidder shall ensure that the equipment/application/software supplied under the RFP shall be compliant with the ISP and CSP at all times.

28.9. The Bidder shall submit the background verification and provide the training on information security awareness for their employees, in the case of deputing them to work in our Bank premises.

28.10. The Bidder shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank should be kept within the geographical boundaries of India. The Bidder shall further supply a certificate to the bank in the form Appended in **Annexure 16**.

29. OWNERSHIP AND RETENTION OF DOCUMENTS

29.1. The Purchaser shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.

29.2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

30. DATA AND HARDWARE

30.1. By virtue of this Contract, the Bidder's team may have access to personal and business information of the Purchaser and/or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. The Purchaser have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Bidder or Bidder's team in the course of performing the Services under this Contract.

31. REPRESENTATIONS AND WARRANTIES

In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

31.1. That the selected Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into this Contract and provide the Services/Systems sought by the Purchaser, under and in accordance with this Contract.

31.2. That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services /Systems under the Contract.

31.3. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.

31.4. That the Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the Bid and this Contract.

31.5. That the Bidder shall ensure that all assets including but not limited to equipment, licenses, etc. developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.

31.6. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

31.7. That the Bidder shall procure insurance policies for all its present and future property and assets that are developed, procured and created during the term of this Contract with financially sound and reputable insurers to the satisfaction of the Purchaser and shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable. The Bidder shall also furnish to the Purchaser a certificate evidencing such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and renewed and shall keep the same alive during the term of this Contract.

31.8. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.

31.9. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.

31.10. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws

31.11. That there are – (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and (b) no

inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.

31.12. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.

31.13. That all conditions precedent under the Contract has been complied.

31.14. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder or other constitution a documents as the case maybe.

31.15. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

31.16. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.

31.17. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

31.18. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.

32. CONFIDENTIALITY

32.1. The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

32.1.1. to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;

32.1.2. to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;

32.1.3. to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors or authorized persons on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and

32.1.4. to treat Confidential Information as confidential for a period as defined in the Contract Period. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

32.2. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

32.2.1. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

32.2.2. is independently developed by the recipient without breach of this Contract;

32.2.3. information in the public domain as a matter of law;

32.2.4. is received from a third party not subject to the obligation of confidentiality with respect to such information;

32.2.5. is released from confidentiality with the written consent of the other party.

32.3. The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient.

32.4. Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under this Contract may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to computer networks and databases of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder agrees that any technical or business or other information of the Purchaser that the Bidder's personnel, sub-Bidders, or agents acquire while on the Purchaser premises, or through access to the Purchaser computer systems or databases while on or off the Purchaser premises, shall be deemed Confidential Information.

32.5. Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems, Services, and Documents etc.

32.6. In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract.

32.7. The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

33. TERM AND EXTENSION OF THE CONTRACT

33.1. The term of the Contract shall be for a period as defined in the Contract Period from the date of acceptance of the LOI / First Purchase Order (PO) / Contract date whichever is earlier.

33.2. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing / email to the Bidder, at least 3 (three) months before the expiration of the term

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

hereof, whether it will grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of Bank.

34. CONFLICT OF INTEREST

34.1. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification The Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

34.1.1. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- ii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

34.1.2. A constituent of such Bidder is also a constituent of another Bidder; or

34.1.3. Such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

34.1.4. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

34.1.5. Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

34.1.6. Such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

35. FRAUD & CORRUPT PRACTICES

35.1. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.

35.2. Without prejudice to the rights of the Bank, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

35.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
- ii. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- iv. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

36. TERMINATION

36.1. The Purchaser may, terminate this Contract by giving the Bidder a prior and written 30 (thirty) days’ notice indicating its intention to terminate the Contract under the following circumstances:

- i. Where it comes to the Purchaser’s attention that the Bidder (or the Bidder’s team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder’s Bid or this Contract.

- ii. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.
- a. **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice of 30 (thirty) days to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- b. **Termination for Default:** The Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Selected Bidder / Vendor, may terminate the Contract in whole or in part.
- c. **Termination for Convenience:** Notwithstanding the provisions of the Contract and/or the Bid Documents, the Purchaser at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30 days' notice sent to the 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 Purchaser's convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.

36.2. The payments will be made for all services rendered up to the date the termination becomes effective, at the contracted terms and prices.

37. CONSEQUENCE OF TERMINATION

37.1. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.

37.2. In the event that the termination of this Contract is due to the expiry of the term of this Contract / a decision not to grant any (further) extension by the Purchaser, the Bidder herein shall be obliged to provide all such assistance to the successor Bidder or any other person as may be required and as the Purchaser may specify including training, where the successor(s) is a representative/personnel of the Purchaser to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

37.3. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any direct losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract [as laid down in the Service Specifications,] the Bidder shall compensate the Purchaser for any such

direct loss, damages or other costs, incurred by the Purchaser. (The Bidder shall not be liable for any indirect or consequential losses). Additionally, the sub Bidder / other members of its team shall continue to perform all its obligations and responsibilities under this Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity.

37.4. All third Parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Services under the Contract in terms of the Bidder's Bid and this Contract.

37.5. Nothing herein shall restrict the right of the Purchaser to invoke the bank guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law or otherwise.

37.6. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

37.7. Termination survives the Contract.

37.8. In the event of termination of this Contract for any reason whatsoever, IDBI Bank shall have the right and it may publicize such termination to caution the customers/public from dealing with the Selected Bidder.

38. PUBLICITY

38.1. The Bidder is not permitted to make any public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent.

39. NO ASSIGNMENT

39.1. The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the Purchaser.

40. RELATIONSHIP BETWEEN THE PARTIES

40.1. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Bidder/Bidder's Team or any relationship of employer - employee, principal and agent, or partnership, between the Purchaser and Bidder.

40.2. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.

40.3. The Purchaser has no obligations to the Bidder's team except as agreed under the terms of this Contract.

41. ENTIRE CONTRACT

41.1. The terms and conditions laid down in the Bid and all its Annexures thereto as also the Bid document and any attachments / annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

42. JURISDICTION OF COURT

42.1. Subject to Clause 16, hereinabove, the Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts/tribunals at Mumbai to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

43. "NO CLAIM" CERTIFICATE

43.1. The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.

43.2. In case the Bidder has any other business relationship with the Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

44. COMPLETION OF CONTRACT

44.1. Unless terminated earlier, the Contract shall terminate on the successful completion of the Service Period as specified in the Contract.

45. INSURANCE

45.1. The Bidder shall:

- i. take out and maintain at their own cost but on terms and conditions approved by Purchaser, insurance against the risks, and for the coverage, as shall be specified below.
- ii. at the Purchaser's request, provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

45.2. Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidder or their personnel for the period of the Contract.

45.3. Third party liability insurance with a sufficient coverage for the period of the Contract.

45.4. Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.

45.5. Employer's liability and workers' compensation insurance in respect of the personnel of the Bidder, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

45.6. Insurance against loss of or damage to (i) equipment(s) purchased in whole or in part with funds provided under this Contract or otherwise, (ii) the Bidder's property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.

45.7. The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Purchaser.

45.8. All obligations of the Bidder under the Contract / Bid Documents survive the Contract / Bid Documents, subject to the provisions stipulated therein.

45.9. Appropriate insurance to cover the System(s) for the transit period till the time of its delivery, installation / testing and acceptance by the Purchaser at the respective site is to be taken by the Bidder.

46. LIMITATION OF LIABILITY

46.1. The Parties acknowledge that circumstances may arise where on account of a breach by Selected Bidder of the terms of this RFP and subsequent Agreement, or other contractual or tortious claim, the Bank may be entitled to damages from Selected Bidder. Selected Bidder's aggregate liability shall be subject to an overall limit of the Total Contract price during the execution of the Project (Service Period).

46.2. The limits specified in Sub-Clause (47.1) above shall not apply to:

- i. claims made by the Bank for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death which is caused by sole gross negligence or sole willful misconduct of the Bidder or its employees;
- ii. claims against the Bank resulting from misconduct, fraud or negligence of the Bidder, its personnel, employees agents, consultants, authorized representative and subcontractors or from infringement of patents, trademarks, logo, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations; and
- iii. Indemnity executed by Selected Bidder in favour of IDBI Bank

46.3. The Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. The Bank may be entitled to damages from Bidder on account of this. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this RFP and subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

46.4. In circumstances where the Bidder indemnifies the Bank against any claims of infringement of any Intellectual Property rights, the Bidder must at its own expense promptly;

- i. Procure the unrestricted right for the Bank to continue using and receiving the same; or
- ii. Make or procure on Bank's behalf such alterations, modifications, adjustments or substitutions to all or any parts of the same so that it becomes non-infringing without affecting the relevant part of Deliverables or Services or prejudice their compliance with their terms of the specifications or requirements of RFP; or
- iii. Substitute a non-infringing version of the infringing item of at least functional equivalence conforming to applicable requirements under the RFP.
- iv. If Bidder is unable to provide any of the forgoing alternatives, the Bank may at its own option terminate forthwith the subsequent Agreement to be entered into with the Bidder.
- v. The Parties hereby acknowledge that Bidder shall not be responsible for any special, incidental, indirect and consequential damages.
- vi. Bidder will, upon payment or satisfaction of such indemnity in full, be subrogated to all rights of the Bank with respect to the claims to which such indemnification relates.
- vii. If Bidder is unable to provide any of the forgoing alternatives, the Bank may at its own option terminate forthwith the subsequent Agreement to be entered into with the Bidder.
- viii. The Parties hereby acknowledge that Bidder shall not be responsible for any special, incidental, indirect and consequential damages.

47. FORCE MAJEURE

47.1. Notwithstanding the provisions of this RFP the bidder shall not be liable for forfeiture of its Performance Bank Guarantee, 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 / Agreement is the result of an event of Force Majeure.

47.2. For purpose of this Clause "Force Majeure" means war or revolution, terrorist act, fire, flood, earthquake, epidemic and quarantine restriction.

47.3. If a Force Majeure situation arises, the bidder shall promptly notify IDBI Bank in writing of such conditions and the cause thereof. Unless otherwise directed by IDBI Bank in writing, the 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. IDBI Bank may terminate the Contract / Agreement, by giving a written notice of minimum 30 (Thirty) days to the bidder, if as a result of Force Majeure the Vendor is unable to perform a material portion of the Service(s) for a period of more than 60 (Sixty) days.

"Force Majeure Event" means any event or circumstance or a combination of events and circumstances which satisfies all the following conditions:

- (a) materially and adversely affects the performance of obligations under the Contract;
- (b) are beyond the reasonable control of the Bidder;
- (c) Bidder could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill and care; and
- (d) do not result from the negligence or misconduct of Bidder or the failure of the Bidder to perform its obligations under the Contract.

48. PRE CONTRACT INTEGRITY PACT

48.1. Bidders shall submit Integrity Pact (IP) along with the technical Bid in the format provided in **Annexure 20** of the RFP. Integrity Pact is an agreement between the prospective Bidders and the Bank committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the Contract. Any violation of the terms of Integrity Pact would entail disqualification of the Bidders and exclusion from future business dealings. The Integrity Pact begins when both parties have legally signed it. Integrity Pact with the Selected Bidder(s) will be valid till 12 months after the last payment made under the Contract. Integrity Pact with the unSelected Bidders will be valid 6 months after the Contract is awarded to the Selected Bidder.

48.2. The Bank has appointed Shri. S. Srinivasan, IAS (Retd.) (M-9483536100/ E-mail-s.srinivasan1980@gmail.com) and Shri. Ajai Kumar, ex-CMD, Corporation Bank (M-9619272893/ E-mail-ajai.kumar3@gmail.com) as Independent External Monitor (IEM). The Bidders having grievances, if any, in the tendering process, may approach the IEM for redressal of their complaints.

SECTION 4

1. TECHNICAL BID FORM (ANNEXURE-1)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: _____ (DD/MM/YYYY)

To
Dy. General Manager
Vendor Management Group, Information Technology Department
IDBI Bank Limited,
IDBI Annex Building, Plot No: 39-41,
Sector 11, CBD Belapur,
Navi Mumbai - 400614.
Tel. No. 022 – 6740 1738

Dear Sir,

**Reference: RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA
CENTER AND BRANCHES/OFFICES
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/56 : February 09 , 2023)**

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, absolutely, unconditionally and irrevocably offer RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES in conformity with the said Bid Documents.

If our Bid is accepted, we agree and undertake that, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will obtain bank guarantee for a sum equivalent to 3% (Three percent) of the value of Contract/PO for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of IDBI Bank Limited (Bank).

We agree and undertake to abide by the bid terms of Bank including the rates quoted therein for the orders awarded by Bank up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

We agree and undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the Bank's approval, will be at the same contracted price as the obsolete model.

Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of Bank duly initialed/executed shall constitute a binding Contract between us.

We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all applicable laws.

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/22-23/56
09-Feb-2023

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

We enclose a NEFT receipt of **Rs.20,00,000 /- (Rupees Twenty Lakh Only)** towards EMD, in favor of "IDBI Bank Limited" drawn on _____, _____ Branch payable at Mumbai.

We understand that the EMD will be refunded after the Bidder signing the Contract and furnishing of the Performance Bank Guarantee in case of Selected Bidder and within a period of 30 (Thirty) days after the conclusion of the contract for non-selected Bidders. We have noted that Bid Security shall not carry any interest.

Dated this _____ Day of _____ 2023

Sign

Name:

Designation:

(Company Seal)

2. INDICATIVE COMMERCIAL BID (ANNEXURE-2)

(To be included in Indicative Commercial Bid and printed on bidders Letter Head)

Date: _____ (DD/MM/YYYY)

To,

Dy. General Manager
Vendor Management Group, Information Technology Department
IDBI Bank Limited,
IDBI Annex Building, Plot No: 39-41,
Sector 11, CBD Belapur,
Navi Mumbai - 400614.

Dear Sir,

Reference: RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/56 : February 09 , 2023)

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Commercial Bid in conformity with the said RFP documents: -

[A] Cost of Hardware & Software including 1 Year Warranty				
Sr. No.	Description	Indicative Quantity	Indicative Cost per device	Indicative Total Cost
1	SD WAN Router / Equipment for Branches/Offices inclusive of all IO pluggable and power modules (with one year warranty support) (As per the Technical specifications mentioned in Annexure-15) *	1500		
2	SD-WAN controllers and Managers, SD-WAN Central equipment at DC in HA (with one year warranty support) (As per the Technical specification mentioned in Annexure-15)	2		
3	SD-WAN controllers and Mangers, SD-WAN Central equipment at DR in HA (with one year warranty support) (As per the Technical specification mentioned in Annexure-15)	2		
4	SD-WAN Reporting/Analytical equipment at DC (with one year warranty support) (As per the Technical Specification mentioned in Annexure-15)	1		
5	SD-WAN Reporting/Analytical equipment at DR (with one year warranty support) (As per the Technical Specification mentioned in Annexure-15)	1		

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

6	SDWAN Central HUB equipment at DC in HA i(with one year warranty support) (As per the Technical specification mentioned in Annexure-15)	2		
7	SDWAN Central HUB equipment at DR in HA i(with one year warranty support) (As per the Technical specification mentioned in Annexure-15)	2		

[B] Cost of License - SDWAN encrypted throughput & Analytics **

Sr. No.	Description	Indicative Quantity	Indicative Cost per device	Indicative Total Cost
1	20 Mbps SDWAN encrypted throughput for branch/office router/equipment (20 Mbps ingress & 20 Mbps egress)	1500		
2	3 Gbps SDWAN encrypted throughput for Central HUB router/equipment (3 Gbps ingress & 3 Gbps egress)	4		
3	Per device license for SDWAN Reporting/Analytical equipment	1500		

[C] Cost of installation per location

Sr. No.	Description	Quantity	Indicative Cost per device	Indicative Total Cost
1	SD WAN branches/offices Router/Equipment - Installation, Implementation, professional service charges and any other cost if any	1500		
2	SDWAN Central equipment (DC/DR) - Installation, Implementation, professional service charges and any other cost if any	One time for entire project		

[D] Cost of Annual Maintenance Contract (AMC) post end of 1 year warranty period

Sr. No.	Description	Indicative Total Cost
1	AMC for 2nd year: [Not less than 8% & not exceeding than 15% of Cost of A (Hardware & Software)]	
2	AMC for 3rd year: [Not less than 8% & not exceeding than 15% of Cost of A (Hardware & Software)]	
3	AMC for 4th year: [Not less than 8% & not exceeding than 15% of Cost of A (Hardware & Software)]	
4	AMC for 5th year: [Not less than 8% & not exceeding than 15% of Cost of A (Hardware & Software)]	

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

5	AMC for 6th year: [Not less than 8% & not exceeding than 15% of Cost of A (Hardware & Software)]	
---	---	--

[E] Cost of Onsite Resource ***

Sr. No.	Description	Indicative Quantity	Indicative Cost per resource	Indicative Total Cost
Level 1 resource				
1	Cost of Level 1 resource for 1st year	1		
	Cost of Level 1 resource for 2nd year	1		
	Cost of Level 1 resource for 3rd year	1		
	Cost of Level 1 resource for 4th year	1		
	Cost of Level 1 resource for 5th year	1		
	Cost of Level 1 resource for 6th year	1		
Level 2 resource				
2	Cost of Level 2 resource for 1st year	1		
	Cost of Level 2 resource for 2nd year	1		
	Cost of Level 2 resource for 3rd year	1		
	Cost of Level 2 resource for 4th year	1		
	Cost of Level 2 resource for 5th year	1		
	Cost of Level 2 resource for 6th year	1		
Level 3 resource				
3	Cost of Level 3 resource for 1st year	1		
	Cost of Level 3 resource for 2nd year	1		
	Cost of Level 3 resource for 3rd year	1		
	Cost of Level 3 resource for 4th year	1		
	Cost of Level 3 resource for 5th year	1		
	Cost of Level 3 resource for 6th year	1		

Total Cost of Ownership (TCO)

Sr. No.	Description	Total Cost of Ownership (TCO)
1	Total Indicative Cost of Hardware & Software including 1 Year Warranty [A]	
2	Total Indicative Cost of License - SDWAN encrypted throughput [B]	
3	Total Indicative Cost of installation per location [C]	
4	Total Indicative Cost of Annual Maintenance Contract (AMC) post end of 1 year warranty period [D]	
5	Total Indicative Cost of Onsite Resource [E]	
GRAND TOTAL (in figures)		Rs.
GRAND TOTAL (in words)		Rupees.

This will be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted in ORA.

Signature of Vendor Representative
 Duly authorized to sign
 for and on behalf of the company.

Note:

1. Prices quoted should be exclusive of all applicable taxes.
2. All other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, should be included in the Bid price.
3. Applicable taxes would be deducted at source, if any, as per prevailing rates.
4. The vendor must allow third party SFPs, SFP+ that are compliant to MSA standard.
5. Vendor has to provide the detail item-wise buyback cost breakup for network equipment as mention in Annexure-24.
6. Selected Bidder should indicate and submit the unit rate of all the components listed in final commercial quotes within 2 (two) days from the conclusion of the ORA in the format as provided above in the Commercial bid.
7. **Rate contract would be valid for a period of 1 year from the issuance of the 1st purchase order for this RFP.**
8. *** If required, Bank will procure additional number of branch/office router/equipment as per the unit cost discovered in ORA during the period of rate contract mentioned above, and follow the existing scope of work.**
9. **** If required, Bank will procure additional SDWAN encrypted throughput license for branch/office router/equipment of 50 Mbps (each direction) at a unit cost not exceeding 1.3 times the unit cost of 20 Mbps (each direction) SDWAN encrypted throughput license for branch/office router/equipment as per the unit cost discovered in ORA during the period of rate contract.**
10. ***** Number of resources indicated above is indicative. If required, Bank will hire resources as per the unit cost discovered in ORA during the period of the contract, and follow the existing scope of work. If required Bank will also procure resources as per the unit cost discovered in ORA during the period of the contract, at DR Chennai location.**
11. **All licenses provided by the bidder as a part of the solution should be either perpetual or with a subscription of 6 years (covering the contract period defined in the RFP) from date of installation, activation and sign-off by the Bank.**
12. The final price for AMC post warranty period and Onsite Resource will remain unchanged for the total Contract period.

We declare that all the terms & conditions as per the RFP are agreeable to us.

(Signature)

(Name of the signatory)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

(Company Seal)

Date:

Place:

3. PRICE SCHEDULE – FORMAT (ANNEXURE-3)

(To be included as part of the Commercial Bid)

- 1) Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as vendor, in conformity with the said Bid Documents at rates mentioned in the commercial bid.
- 2) Prices quoted are exclusive of GST or any other applicable taxes.
- 3) ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.
- 4) Applicable taxes would be deducted by the Bank at source, if any, as per prevailing rates.
- 5) In case of discrepancy between unit price and total price, the unit price shall prevail.
- 6) In case of discrepancy between figures and words, the amount in words shall prevail.
- 7) **Bidder has to provide the detail item-wise buyback cost breakup for network equipment as mention in Annexure- 25**
- 8) **Selected Bidder should indicate and submit the unit rate of all the components listed in final commercial quotes within 2 (two) days from the conclusion of the ORA.**
- 9) The unit / total price of the equipment's should be rounded off to the nearest rupee, in the price break up sheet.
- 10) For the above, any decision of Bank, in this behalf shall be final, conclusive and binding on us
- 11) We undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the Bank's approval, will be at the same contracted price as the obsolete model.

Sign

Name of the signatory

Designation

Company Seal.

Date:

Place:

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

4. FORMAT OF POWER-OF-ATTORNEY (ANNEXURE – 4)

(On Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we M/s _____, _____ (name of the Bidder and its address) do hereby appoint and authorize Shri _____ (full name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for _____, in response to the RFP (Request for Proposal) floated by IDBI Bank Ltd (hereinafter referred to as IDBI Bank), including signing and submission of all documents and providing information/responses to IDBI Bank in all matters in connection with our Bid.

We hereby agree, declare and undertake that all the acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify and confirm all acts, deeds and things lawfully done by our said attorney pursuant to this irrevocable Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2023

For or on behalf of M/s _____

(Authorised Signatory)
(Name, Designation and Address)

Accepted

(Authorised Signatory)
(Name, Title and Address of the Attorney)

Date:

Witnesses:

1) (Name, Signature & Address)s	2) (Name, Signature & Address)
--	---------------------------------------

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

5. UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP (ANNEXURE – 5)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: _____ (DD/MM/YYYY)

To,
Dy. General Manager
Vendor Management Group, Information Technology Department
IDBI Bank Limited,
IDBI Annex Building, Plot No: 39-41,
Sector 11, CBD Belapur,
Navi Mumbai - 400614.
Tel. No. 022 – 6740 1738

Dear Sir,

**Reference: RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/56 : February 09, 2023)**

This is to confirm that we absolutely & unconditionally accept all the terms and conditions (including scope of work) as mentioned in various parts of the said RFP/Bid Document floated by IDBI Bank Limited regarding **RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES.**

The period of rate of contract price is firm for **one (1) year** from the date of from the issuance of the 1st purchase order for this RFP and shall be extendable with mutual consent.

In case, we are the Selected Bidder, we also assure that **RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES** purchased by the Bank will be under OEM / Our Support for AMC at not less than 8% & not exceeding than 15% of the Cost of device (Hardware & Software) of the device cost to be maintained for the period as defined in the Contract Period after expiry of warranty of 1 (One) year after completion of Installation.

(Authorized Signatory)

Name of the signatory _____

Designation _____

(Company Seal)

6. SELF DECLARATIONS (ANNEXURE – 6)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/22-23/56
09-Feb-2023

Date: _____ (DD/MM/YYYY)

To,
Dy. General Manager
Vendor Management Group, Information Technology Department
IDBI Bank Limited,
IDBI Annex Building, Plot No: 39-41,
Sector 11, CBD Belapur,
Navi Mumbai - 400614.
Tel. No. 022 – 6740 1738

Dear Sir,

**Reference: RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND
BRANCHES/OFFICES
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/56 : February 09 , 2023)**

We, _____ (name and designation) on behalf of M/s _____ having its
registered office at _____ have submitted a Bid proposal to IDBI Bank for
_____ in response to the Request for Proposal (RFP) dated
_____ (DD/MM/YYYY) issued by IDBI Bank.

- i. We are duly authorized persons to submit this undertaking.
- ii. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
- iii. We do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between us and IDBI Bank. We shall on occurrence of any such event immediately inform the concerned authorities of the same.
- iv. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
- v. We declare and confirm that on award of the Contract, we shall not make any request for modifications in the prescribed formats of legal documents.
- vi. We have provided with all necessary information and details as required by IDBI Bank and shall provide with such additional information's may be required by IDBI Bank from time to time.
- vii. Neither we nor any of our employee / director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.
- viii. There are no vigilance and / or court cases pending against us / company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.
- ix. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

- x. We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to bank.

It is further certified that we have not modified or deleted any text/matter in this RFP / Bid Document.

Dated this _____ day of _____ 2023

(Authorized Signature)

(Company Seal)

Name: Shri _____

In the capacity of _____

Duly authorized to sign bids for and on behalf of: M/s _____



7. MANUFACTURERS AUTHORIZATION FORM OEM (ANNEXURE – 7)

(To be submitted on OEM’s letterhead and included in the Technical Bid Envelope)
(There would not be any modification allowed in the format and bidder should manage to obtain the same from OEM.)

Date: _____ (DD/MM/YYYY)

To,
Dy. General Manager
Vendor Management Group, Information Technology Department
IDBI Bank Limited,
IDBI Annex Building, Plot No: 39-41,
Sector 11, CBD Belapur,
Navi Mumbai - 400614.
Tel. No. 022 – 6740 1738

Dear Sir,

Reference: RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/56 : February 09 , 2023)

We _____ (OEM Vendor) of _____ product / service / solution hereby authorize M/s. _____ (Selected Bidder / Vendor Name) to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

We hereby extend our full guarantee and comprehensive 1 (one) year warranty and 5 years AMC (post expiry of warranty) as per terms and conditions of the tender and the contract for our product / application solution / services offered against this invitation for Bid by the above firm.

We also extend our back to back service support and assurance of availability of our equipment and their components as per terms and conditions of the tender, to M/s. ____ (Vendor Name) for a period of Six years i.e. up to _____ (Period).

Dated at _____ this _____ day of _____ 2023

Signature : _____
Name : _____
Designation : _____
Company seal : _____

8. CONTRACT FORM (ANNEXURE – 8)

(To be submitted by the Selected Bidder as per Maharashtra stamp duty act)

(Note:- Submit the documents as per format only)

THIS AGREEMENT made at _____ the _____ day of _____ two thousand nineteen between IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and company within the meaning of section 2(20) of Companies Act, 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART** and M/s _____ (*Name of Selected Bidder*) of _____ (Please specify the registered office of the *Selected Bidder*) (Hereinafter called “the Vendor”/”Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

The Purchaser and Vendor are hereinafter collectively referred to as "Parties" and individually as Party-

WHEREAS the Purchaser vide **RFP No IDBI-Bank/ITD/VMG/RFP/22-23/56 dated February 09, 2023** (the RFP) invited bids for **RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES** (*Brief Description of Services*) and has accepted a bid by the Vendor for rendering of the Services for the sum of Rs. _____/- (Rupees _____ only) (*Contract Price in Words and Figures*) (Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP / Conditions of Contract referred to.
- 2) The signed original copy of the RFP no. **IDBI-Bank/ITD/VMG/RFP/22-23/56**, dated **February 09, 2023** submitted by the vendor with the purchaser shall form an integral part of this contract form.
 - a. The parties hereto by way of abundant precaution do hereby agree, admit & declare that the entire Contractor's representations, warranties & undertakings recorded in the RFP shall be deemed to be incorporated and adopted herein by reference to constitute and form an integral part of this contract form.
 - b. Each of the representations, warranties and undertakings of the Contractor contained in the RFP shall be deemed to have been made as of the date hereof. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.
- 3) In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/22-23/56
09-Feb-2023

4) The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of the Services, furnish necessary undertakings, guarantees and also to remedy defects, if any 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.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signed and Delivered by the within named

Signature:

Name: _____

Date: _____ (DD/MM/YYYY)

IN THE PRESENCE OF

1. Signature Name: _____ Address: _____	2. Signature Name: _____ Address: _____
---	---

Signed and Delivered by the within named

M/s _____

Date: _____ (DD/MM/YYYY)

IN THE PRESENCE OF:

1. Signature Name: _____ Address: _____	2. Signature Name: _____ Address: _____
---	---

9. PERFORMANCE BANK GUARANTEE FOR WARRANTY PERIOD (ANNEXURE – 9)

(To be submitted by the Selected Bidder)

Bank Guarantee No.	
Bank Guarantee Amount	
Expiry Date	
Claim Amount	

GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ Two Thousand Twenty Two.

BY:

_____ Bank, a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of section 2(20) of Companies Act, 2013 and Banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 and having its Branch Office amongst other places (hereinafter referred to as “Bank” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

- WHEREAS**, Bank vide **RFP No. IDBI-Bank/ITD/VMG/RFP/22-23/56 dated February 09, 2023** called for the bids for engagement of Vendor for **RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES**. M/s _____ have been appointed as the Successful Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.
- AND WHEREAS** pursuant to the Bid Document, the Contract Form, Annexure Forms and the other related documents (hereinafter collectively referred to as “the said documents”, the Bank has agreed to avail from M/s _____ and M/s _____ has agreed to provide to the Bank _____, more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as “the Services”), subject to payment of the Contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents. The Vendor has also furnished Indemnity Deed and Non-Disclosure Agreement and as such is bound by the same.
- AND WHEREAS** the Vendor has duly signed the said documents.
- AND WHEREAS** in terms of the Contract, the Vendor has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favor of the Bank, from a bank acceptable to the Bank for securing _____ towards

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of the **3% for total cost of contract/PO value excluding cost of AMC** amounting to (*in words*) with a validity of **24 months (12 months warranty period+12 months claim period)** towards faithful observance and performance by the Vendor of the terms of the Contract and the said documents. On renewal of the contract, fresh Guarantee shall be obtained at 3% of the contract value with 12 months validity period and 12 months claim period.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Mumbai forthwith, the _____ or any part thereof, as the case may be, as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Vendor or any dispute between the Bank and the vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
2. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
3. The Bank shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Contract for providing the Services by the Vendor to the Bank, and on account of the said failure what amount has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
5. The liability of the Guarantor, under this Guarantee shall not be affected by
 - 5.1. any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the Vendor with any other company, corporation or concern; or
 - 5.2. any change in the management of the Vendor or takeover of the management of the vendor by the Government or by any other authority; or
 - 5.3. acquisition or nationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
 - 5.4. any change in the constitution of Bank/Vendor; or

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

- 5.5. any change in the set-up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
- 5.6. The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of _____ (In words) being the 3% of the Contract Price.
7. This Guarantee will expire on _____ (DD/MM/YYYY). Any demand or claim under this Guarantee must be received by the Guarantor by _____ (DD/MM/YYYY) and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the Bank under this Guarantee shall cease.
8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Bombay city/ Mumbai city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,

by the hand of Shri. _____,
its authorized official.

10. PERFORMANCE BANK GUARANTEE FOR AMC PERIOD (ANNEXURE – 10)

(To be submitted by the Selected Bidder)

Bank Guarantee No.	
Bank Guarantee Amount	
Expiry Date	
Claim Amount	

GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ Two Thousand Twenty Two

BY:

_____ Bank, a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of section 2(20) of Companies Act, 2013 and a Banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 and having its Branch Office amongst other places (hereinafter referred to as "**Bank**" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

- WHEREAS**, Bank vide **RFP No. IDBI-Bank/ITD/VMG/RFP/22-23/56 dated February 09, 2023** called for the bids for engagement of Vendor for **RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES**. M/s _____ have been appointed as the Successful Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.
- AND WHEREAS** pursuant to the Bid Document, the Contract Form, Annexure Forms and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from M/s _____ and M/s _____ has agreed to provide to the Bank _____, more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as "the Services"), subject to payment of the Contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents. The Vendor has also furnished indemnity deed and Non-Disclosure Agreement and as such is bound by the same.
- AND WHEREAS** the Vendor has duly signed the said documents.
- AND WHEREAS** in terms of the Contract, the Vendor has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favor of the Bank, from a bank acceptable to the Bank for securing _____ towards

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of the **3% for the entire cost of AMC** amounting as per PO to(in words) with validity period of **24 months (12 months AMC period + 12 months claim period)** towards faithful observance and performance by the Vendor of the terms of the Contract and the said documents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Mumbai forthwith, the _____ or any part thereof, as the case may be, as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the vendor or any dispute between the Bank and the vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
2. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
3. The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the Contract for providing the Services by the Vendor to the Bank, and on account of the said failure what amount has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
5. The liability of the Guarantor, under this Guarantee shall not be affected by
 - 5.1. any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the Vendor with any other company, corporation or concern; or
 - 5.2. any change in the management of the Vendor or takeover of the management of the vendor by the Government or by any other authority; or
 - 5.3. acquisition or nationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
 - 5.4. any change in the constitution of Bank/Vendor; or
 - 5.5. any change in the set-up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

- 5.6. The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of _____ (In words) being the 3% of the Contract Price.
7. This Guarantee will expire on _____ (DD/MM/YYYY). Any demand or claim under this Guarantee must be received by the Guarantor by _____ (DD/MM/YYYY) and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the Bank under this Guarantee shall cease.
8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Bombay city/ Mumbai city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

the within named Guarantor,

_____,
by the hand of Shri. _____,
its authorized official.

11. NON-DISCLOSURE AGREEMENT (ANNEXURE – 11)

(To be submitted by the Selected Bidder
On Rs.100/- stamp paper)

This Non-Disclosure Agreement entered into at _____ this _____ day of _____ Two Thousand Twenty-Two

Between

IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of section 2(20) of Companies Act, 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

M/s _____ (Name of Vendor) of _____ (Please specify the registered office of the Vendor) (Hereinafter called “the Vendor/Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assignees) of the **OTHER PART**;

WHEREAS, Bank called for the bids for engagement of Bidder for **RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES** for use at branches / Offices/ Other locations of the Bank. M/s _____ (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Vendor and provide the services for product / service / solution for IDBI Bank branches/offices/other locations has submitted its bid hereafter referred to as the “Services”.

WHEREAS, the vendor is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the Vendor in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW THEREFORE, in consideration of the foregoing, the vendor agrees to all of the following conditions, for Bank, to grant the Vendor specific access to Bank’s property/information and other data.

In connection with this Agreement,

" Confidential Information" means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Bank provide regarding third parties; information disclosed pursuant to RFP & other documents; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its subsidiaries or affiliates and/or any other information whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

information is expressly stated to be confidential or marked as such, all trade secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

It is hereby agreed as under:

- a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:
 - i. maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
 - ii. make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - iii. restrict access and disclosure of confidential information to such of their employees, agents, vendor, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - iv. Treat Confidential Information as confidential during the contact Contract Period from the date of receipt. In the event of earlier termination of this Contract or otherwise expiry of the contract by afflux of time, the parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.
- b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure. Confidential Information does not include information which:
 - i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - ii. is independently developed by the recipient without breach of this Contract;
 - iii. is the public domain;
 - iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;
 - v. is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

- c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the vendor's personnel to be present on premises of Bank or may require the vendor's personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the vendor's personnel under such circumstances and to provide notice to the vendor's of the confidentiality of all such information. Therefore, the vendor agrees and undertakes that any technical or business or other information of Bank that the vendor's personnel, or agents, employee or other authorized persons acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.
- d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

- e) In the event that any of the parties hereto becomes legally compelled under applicable law, regulation or court order to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.
- f) The provisions hereunder shall survive termination of the Contract.

Sign

Name _____

Designation _____

Company Seal

Place:

Date:

Accepted (Bank)

Sign

Name _____

Designation _____

Company Seal

Place:

Date:

12. DEED OF INDEMNITY (ANNEXURE – 12)

(To be submitted by the Selected Bidder
On Rs.500/- stamp paper)

This Deed of Indemnity executed at Mumbai on the _____ day of _____ two thousand Twenty Two by M/s _____ <insert name of the Selected Bidder> (hereinafter referred to as “the Obligor”/ “Selected Bidder” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

IDBI Bank Limited, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) and a company within the meaning of section 2(20) of Companies Act, 2013 and a Banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as “Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

Now, the Bank and Selected Bidder wherever the context so permits, shall hereinafter collectively refer to as the “Parties” and individually as a “Party”.

WHEREAS, Bank vide **RFP No. IDBI-Bank/ITD/VMG/RFP/22-23/56 dated February 09, 2023** called for the bids for engagement of Vendor for **RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES** . M/s _____ have been appointed as the Successful Vendor.

- 1) The Obligor has
 - a) offered to supply product / service / solution & provide / carry out their commissioning for existing and proposed new branches /offices/ other locations of IDBI Bank (“Services”) as inclusively stated under Service Level Expectations and Specifications Systems & Solutions;
 - b) represented and warranted that they have obtained all permissions, consents, licenses, registrations, confirmations, approvals from all authorities, both regulatory and non-regulatory, including statutory or otherwise, local, municipal, governmental, quasi-governmental, as are required under Applicable Laws for executing the Services to the Bank and also represented and covenanted that all above approvals shall remain in force during Contract Period;
 - c) Represented and warranted that the aforesaid Services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately to the satisfaction of Bank;
 - d) represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with Bank;
- 2) The Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Contract dated _____ (DD/MM/YYYY) (the Contract) with the Obligor;
- 3) One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favor of Bank indemnifying the Purchaser its directors, employees, agents and representatives

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

from and against any loss, damages, claims expense, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered arising out of or incurred, inter alia, during and after the Contract period including but not limited to third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, logo, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise, any violations of the applicable laws, regulations, guidelines during the execution of its services to Bank over the Contract Period as also for breach committed by the Obligor on account of misconduct, fraud, omission and negligence by the Obligor.

- 4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:

In consideration of Bank having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Contract, the Obligor do hereby agree and undertake that:

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any costs, damages, claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant or any third parties or liabilities of any kind howsoever suffered for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, fire, destruction, deliberate or claim arising due to infringement of Intellectual Property Rights including but not limited to patent, trademark, logo, copy-rights or industrial drawings and design arising from use of the services or any part thereof otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages and also for breach committed by the Obligor on account of misconduct, fraud, omission and negligence by the Obligor, if any, which may occur during the Contract Period.
2. The Obligor further agrees and undertakes that the Obligor shall, during the Contract Period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal, statutory, regulatory and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified IDBI Bank against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.
4. If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
5. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contractor

the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge of or defense to an indemnifier.

6. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Bank).
7. This indemnity shall survive the aforesaid Contract.
8. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Contract and or as stated above.
9. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
10. Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank.

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Bid Document.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of (M/s _____)

by the hand of Mr./Ms./Mrs. _____ (Designation _____),

the authorized official of the obligor

13. ACCEPTANCE CERTIFICATE (ANNEXURE – 13)

(To be submitted by the Selected Bidder on installation of each ordered Solution)

Date: _____ (DD/MM/YYYY)

To,

M/s _____

(Name and Address of Successful Bidder)

Dear Sir,

Reference: RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES

(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/56 : February 09 , 2023)

Subject: Certificate of commissioning of RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES

Purchase

**Order No &
Date**

This is to certify that the Systems as detailed below have been received in good condition along with all the standard and special accessories (subject to remarks in para No.2) in accordance with the Contract/Specifications. The same have been installed and commissioned.

Sr. No.	Description	Quantity	Make & Model	Equipment Serial Number	Delivery Date	Installation Date

Details of services not yet supplied and recoveries to be made on that account:

Sr. No.	Description	Amount to be recovered

The Vendor has fulfilled his contractual obligations satisfactorily*

Or

The Vendor has failed to fulfill his contractual obligations with regard to the following:

- a) _____
- b) _____
- c) _____
- d) _____

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

The Vendor has fulfilled his contractual obligations satisfactorily*

The amount of recovery on account of non-render of Services /Systems is given under Para No. _____.

The amount of recovery on account of failure of the Contractor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature: _____

Name : _____

Designation: _____

Strike out whichever is not applicable.

Explanatory notes for filing up the certificates:

- (a) It has adhered to the time schedule specified in the contract in dispatching / installing the systems / manuals pursuant to Technical Specifications.
- (b) He has supervised the commissioning of the services in time i.e., within the period specified in the Contract from the date of intimation by the Purchaser in respect of the installation of the system.
- (c) Training of personnel has been done by the Contractor as specified in the Contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Services having been delayed on account of the Contractor, the extent of delay should always be mentioned.

14. LETTER FOR REFUND OF EMD (ANNEXURE – 14)

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: _____ (DD/MM/YYYY)

To,
Dy. General Manager
Vendor Management Group, Information Technology Department
IDBI Bank Limited,
IDBI Annex Building, Plot No: 39-41,
Sector 11, CBD Belapur,
Navi Mumbai - 400614.
Tel. No. 022 – 6740 1738.

Dear Sir,

**Reference: RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/56 : February 09 , 2023)**

We _____ (Company Name) had participated in the **RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES** and are non-selected Bidder.

or

We _____ (Company Name) had participated in the **RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES** and are Selected Bidder and we had submitted all the legal Documents.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows:

Sr.No.	Bidder Name	UTR Number	Sender Bank Name	Amount Rs.

Bank details to which the money needs to be credited via NEFT are as follows:

1.	Name of the Bank with Branch	
2.	Account Type	
3.	Account Title	
4.	Account Number	
5.	IFSC Code	
6.	PAN no.	
7.	GST No:	

Signature : _____
Name : _____
Designation : _____
Company seal : _____

15. TECHNICAL SPECIFICATIONS (ANNEXURE – 15)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: _____ (DD/MM/YYYY)

To,
Dy. General Manager
Vendor Management Group, Information Technology Department
IDBI Bank Limited,
IDBI Annex Building, Plot No: 39-41,
Sector 11, CBD Belapur,
Navi Mumbai - 400614.
Tel. No. 022 – 6740 1738.

Dear Sir,

**Reference: RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/56 : February 09 , 2023)**

MANDATORY Technical Specifications	
A.1	Technical Specifications for Software Defined Wide area network (SD-WAN) solution for IDBI Bank (Entire Devices/solution)
Sr. No.	Technical Specification
1	The proposed SD_WAN solution must co-exist with existing IP/MPLS network and work with vendor / ISP solution. SD-WAN solution should support terminating of MPLS, Lease line, LTE, Internet lease line, RF, VSAT, broadband and other technologies
2	The proposed SD_WAN solution must support data-plane interoperability through Ethernet interfaces.
3	The proposed SD_WAN solution must support bandwidth multiplexing (ability to bind multiple links) for all platforms on network side i.e. (MPLS and Internet) or (Internet and Internet) or (MPLS and MPLS) lines.
4	Solution should support of IPS, Application Control, Category based Web Filtering, Anti-Malware, Botnet protection, IP Reputation, Anti-Virus features from day One All solution including the logging, central manager for SD-WAN nodes should be on-prem, cloud-based solution not acceptable.
4	The SD-WAN solution should have autonomous control plane, which ensures that the Edge CPE devices continue to operate indefinitely (with the last configuration) even if disconnected from the Centralized Management / Orchestrator. Such edge CPE devices should have the capability to be reconfigured by logging in to their GUI, during exceptional circumstances.
4	The Centralized Management / Orchestrator should be a single plane of glass solution to manage the NGFW and SD-WAN features, streamline provisioning and management, extensive automation-enabled management features and for Enhanced Analytics. The centralize management should support API.
5	The proposed SD_WAN solution must support all 3 roles mentioned below by NMS. :
5.1	1: element management (housekeeping, card, alarms etc.)
5.2	2: network management (Faults, routs, nodes etc.)
5.3	3: service management (OAMP)

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/22-23/56
09-Feb-2023

6	The system should support the ability to automatically detect applications, report the application traffic, and allow for marking and filtering via policy.
7	The system should allow user to define custom application based on multiple parameters such as protocol values, ports, patterns etc and tag application by family and sub-family like business, non-business, SaaS, by Risk categories etc. It should have capability to define traffic policies for such applications and categories and analytics report should capture all custom names and tags as defined by administrators
8	The solution must be able to generate notifications for
8.1	Link Flaps at the remote branch location
8.2	ISP link quality degrade (high latency, high packet drops, etc)
8.3	Link utilization along with threshold
8.4	CPU, Memory and Disk Utilization of the Branch Device
9	The notifications generated by the software defined network controller must be forwarded as email and SMS to a pre-configured email address or SMS gateway. Moreover same should also be reflected on Dashboard.
10	The proposed SD_WAN solution must have visibility of each element from the NMS/controller.
11	The proposed SD_WAN solution must support minimum 1500 node network concurrently through a single controller / NMS instances without any additional requirements post the initial 1100 nodes.
12	Should provision Secure SD-WAN from one console across your network, branch offices or campuses using templates to manage devices without changing any functions.
13	The proposed SD_WAN solution must be Telecom chassis or class compliance for EMI/EMC
14	The proposed SD_WAN solution must support graceful restart of the NMS.
15	The solution should support Dynamic Forward Error Correction (FEC) for packet loss compensation on the overlay, which adapts based on the amount of packet loss observed, and packet duplication for best real-time application performance.
16	<p>The device should support Traffic Shaping based on bandwidth limits per application and WAN link, rate limits per application and WAN link, prioritize application traffic per WAN link, mark/remark DSCP bits for influencing traffic QoS on egress devices, application steering based on ToS marking, Differentiated Services (DiffServ) support and Weighted Random Early Detection (WRED) queuing mechanism</p> <p>The SD-WAN solution should have Intelligent WAN path control feature with ability to direct traffic among WAN links based on the actual applications (L7) and users/user groups by configuring Granular Application policies and Application SLA based path selection. Should support active/active and active/standby path forwarding.</p> <p>The solution should support Active Directory integration for user-based SD-WAN steering policies.</p>
17	<p>The proposed SD_WAN solution based on custom developed hardware will be preferable for centralized location only.</p> <p>For any COTS equipment used to create any of the devices, the equipment used must be designated only for SD_WAN. OEM & bidder has to certify such COTS equipment and must provide complete support.</p>
18	The proposed SD_WAN solution must support interoperability with MPLS.
19	The proposed SD_WAN solution must support following IP & Routing Features:-
19.1	IPv4 & IPv6 routing support
19.2	Static routes, OSPFv3, BGPv4,

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

19.3	Policy Based ,Performance based routing
19.4	Must support either of VXLAN/NVGRE/GRE or IPSEC.
19.5	DNS, DHCP.
19.6	Bidirectional Forwarding detection (BFD) or similar features.
19.7	Network Address Translation (NAT)
19.8	Access Control lists (ACLs) or equivalent
19.9	Must support VRRP or equivalent
19.10	Multi-gigabit fabric for module to module communication
20	The proposed SD_WAN solution must support following Multicast Feature:- The SD-WAN solution should support Multicast forwarding, PIM sparse (rfc 4601), dense mode (rfc 3973), PIM rendezvous point.
21	The SD-WAN solution should have multi-WAN underlay support (MPLS, DIA, Broadband, LTE etc), multiple active-active IPsec VPN support and VXLAN (InterVTEP - VXLAN Tunnel End Point) support.
22	The proposed SD_WAN solution must support following Security features: Must support Dynamic/Automatic tunnel-less VPN, IPsec VPN etc. to have integration with our existing infrastructure from day1 The SD-WAN solution should support Site-to-site VPN Overlay tunnels or equivalent – i.e. dynamic VPN tunnels between spoke locations
23	The proposed SD_WAN solution must support following Device Management Features
23.1	Console, SSH, RMON or Web for management
23.2	Software upgrades through either of CLI, FTP, TFTP, Web based
23.3	SNMPv3
24	The proposed SD_WAN solution must support following IPv6 Support:-
24.1	IPv6 protocol support
24.2	IPv6 Routing features (OSPFv2 and above,BGP4+ etc.), IPv6 policy based routing,
24.3	Support all features of IPv6 and provide references for the same.
24.4	For IPv6 support: Proposed SD-WAN solution/product must support dual stack of IPv4 and IPv6.
25	The proposed SD_WAN solution must support following SD-WAN Reporting:-
25.1	Statistics of bandwidth usage of available links.
25.2	Statistics of bandwidth usage of each application & flow of each application.
25.3	Network statistics, including continuous performance monitoring of loss, latency, packet ordering for all network paths & link utilization.
26	Should have Automated Correlation Engine to identify suspicious traffic pattern and present a prioritized list of hosts which are compromised. It should have Drill-down capabilities to follow the trail of an attacker, trace transactions, and gain new insights. Report for traffic statistic of all the included path.
27	Must provide automated, real-time event alert mechanism. The system must be able to send e-mail or SMS notification or support any other messaging system for events and alerts. The valid email addresses or numbers for receiving the alert notifications should be configured centrally. It should have the feature to forward logs from itself to a third-party syslog server, a Common Event Format (CEF) server or a SIEM solution. Should have Automated alert notification for issues, problems and attacks. Should leverage automation via REST API, scripts, connectors, and automation stitches to expedite security response.

28	The SD-WAN Controller must contain single dashboard which includes all other device status like CPU, link status, event logs, etc.
29	Run report on-demand or on a schedule with automated email being sent (in HTML and PDF format) to a list of users. All reports must be exportable in CSV as well as PDF format.
30	The SD-WAN solution must provide following reports of individual link quality/virtual link quality on daily, weekly, monthly, at least 90 days and must be capable to archive the reports above 90 days.
31	The proposed SD_WAN solution must support following SLA, Measurement, and Monitoring
32	SLA verification probes/alerts configurations from day 1
33	Real-time performance monitoring: The Performance SLAs fail and pass events should be logged for long term analysis as well as monitored through REST API The solution should have the capability to measure application transactions (SLAs) such as latency, jitter and packet-loss with built-in automatic fail-over to determine preferred paths and maintain the optimal application performance of business-critical applications Should detect applications automatically with the capability of Whitelisting applications for certain hosts It should provide Custom application signature support Solution should provide Geo-IP database, Application Identifications, URL and IP database, Anti-Malware, Anti-Virus and IPS from the day one.
34	All communication between centralized system (controllers/solution) and edge device must be encrypted with strong AES algorithm and all communication between edge to edge is also encrypted.
	The system should support the following encryption algorithms for Data Security:
	a. AES-256 b. Any other FIPS approved encryption
35	The SD-WAN must support authenticated NTP for monitoring and reporting purpose
36	The system should create keys to encrypt traffic in the link. The system should allow automated/time based and policy driven refresh of the encryption key per virtual private network
37	The system should support the following authentication algorithms for Data Integrity:
	a. SHA-2 (SHA-256, SHA-384, SHA-512)
38	The solution should be able to upgrade central device irrespective of the underlying media/connection technology.
39	The solution should be able to upgrade edge/branch device from authenticated & authorized central device only.
40	The system should support gracefull software rollback with version control
41	The solution should support VLAN tagged packet transmission and receive over WAN as well as LAN interfaces i.e. 802.1q compatibility
42	The SD-WAN should comply with PCI DSS 3.2.1 or similar FIPS approved certification
43	SD-WAN solution should have capability to mitigate the effect of packet drop in underlay upto some extent for specific or all applications using Forward Error Correction and Packet Replication to improve end-user experience
44	The solution should allow to activate these features like FEC/Packet replication when configured SLA thresholds are breached and should deactivate the same when SLA of the link is within threshold again automatically without any intervention from administrator.
45	The system should be able to select the optimum path based on the network parameters like Latency, Jitter, packet loss and network capacity.

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

46	The system should load balance the application per packet and per session based on the requirement of the customer
47	The SLA management should have fallback mechanism in place i.e. in case if both the links at a branch location fail to meet SLA, the traffic should not drop.
48	Dynamic tunnels between branch to branch or branch to Hub locations should be orchestrated by centralized controller only and the IKE SA keys should not be placed on the wire for IPsec negotiation. Any branch device or Hub device should not orchestrate the dynamic tunnel.
49	The solution should have a feature to reduce the frequency of SLA probes on the WAN links if there is no data on the WAN links for definable period and automatically able to restore the SLA probes to default when there is data on the link.
50	The system should allow automated, policy driven and time-based refresh of the encryption key per virtual private network
51	The system should ensure that any change in physical connectivity (Link 1 to Link 2 connectivity in case of multiple links being terminated on the branch device) or any change in physical connectivity type (Link 1 connectivity changed from internet broadband to MPLS or vice versa, in case of multiple WAN links being terminated on the Branch device) does not require any change in virtual private network configuration in the controller or physical/virtual device at location.
52	The system should ensure that the session is not impacted when switching between paths
53	The system should be able to support multiple internet break out points based on the application (e.g. The system should do a direct internet break out at the branch location for specific application traffic while rest of the internet traffic should be egressed through a centralized security infrastructure in the data center or the cloud).
54	The system should load balance the application per packet and per session based on the requirement of the customer
55	The system must be able to integrate with enterprise Active Directory services to provide user/user group based control for various applications
56	The system should have Intrusion Prevention System (IPS) at all the branches with the ability to update the IPS signature database centrally from the software defined controller on a need basis or on a periodic basis.
57	The data traffic from branch sites must not be impacted in case of failure to reach any of the controllers (headless situation). Data paths must be maintained without reachability to central management system (controller, orchestrator).
58	The entire solution setup (hardware, software & licenses) at DC & DR should be identical without any additional licenses or cost to the Bank.
59	The SD-WAN should support both packet & flow based load balancing across all links simultaneously to achieve better application performance
60	The system should allow automatic software/patch/version upgrades from the software defined network controller across all deployed devices or a group of devices in the branch offices, data center and the cloud.
61	The solution must allow to schedule upgrades for single or batch of devices and the process must be completely automated. In case of upgrade failure, the system should roll back to previous stable configuration and generate logs to analyze upgrade failure.
62	The system should be available and running when the software is being downloaded in to the branch device from the central software defined controller.
63	During the contract period the device CPU/Memory utilization should never exceed 75% with all the features enabled with 100% of WAN link utilization.

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

64	All the functionality and feature license should be pre-installed and it should be usable from day one of operation.
65	During the tenure , all the software/Patch/OS upgrade should be done by the Bidder/OEM with no Cost to customer
66	All the license part should be applied to all SD-WAN devices through central controller and not from cloud
67	Proposed Device should be able to run as both traditional router and sdwan router mode without changing the operating system. When running in SDWAN mode all control plane traffic should be managed by Central Controller only.
68	The equipment deployed at Central locations (DC & DR) should be horizontally scalable in case Bank decides to migrate additional branches/offices on the proposed SDWAN solution under the same SDWAN fabric. i.e. Additional branch/office (edge) locations can be migrated to proposed SDWAN solution by deploying additional central equipment (hardware + software + licenses) and would become the part of the same SDWAN fabric.
A.2	Technical Specifications Required for Centralized location (DC-Mumbai & DR-Chennai)
Sr. No.	Technical Specification
1	Proposed solution must be in the form of Hardware Appliance and must be Rack Mountable with Dual Power Supply.
2	Proposed solution must be in-premises, management of devices must be in-premises.
3	Centralized device SD-WAN device must have at least 12 on-board 10G ports with option for daisy chaining. These 10G ports should be onboard Ethernet ports that support third party pluggable optics (SFPs, SFP+ compliant to MSA standard)/copper ports. All SPF ports must be pre-populated with SFPs from day 1.
4	The proposed solution must manage SD-WAN capabilities for minimum 1100 locations (each having minimum 3 WAN links with concurrent usage) from day one and scalable up to 1500 locations (each having minimum 3 WAN links with concurrent usage) for future requirement on single centralized device (Controller, Hub, etc.) at no additional cost to bank.
5	Both the backhaul links (i.e. primary and Secondary link) must be utilized at a location at a time either at DC or DR.
6	The solution must be leveraging multiple paths for application traffic
7	The solution must integrate with third party NMS/ITSM Tools for events such as faults / alarms.
8	The solution is capable of state synchronization between HA devices.
9	The solution MUST provide a centralized management console with redundancy.
10	The solution must support end to end link monitoring.
11	The solution must provide the ability to backup and restore the solution configuration.
12	SD-WAN equipment must seamlessly operate within Temperature range from 0 to 40°C
13	All the WAN ports must support 4 QoS levels. The device should support Traffic Shaping based on bandwidth limits per application and WAN link, rate limits per application and WAN link, prioritize application traffic per WAN link, mark/remark DSCP bits for influencing traffic QoS on egress devices, application steering based on ToS marking, Differentiated Services (DiffServ) support and Weighted Random Early Detection (WRED) queuing mechanism
14	Should support the following WAN load balancing (weighted) algorithms: a. volume, b. sessions, c. source-destination IP, d. Source IP, and e. spillovers. The solution should have the capability to measure application transactions (SLAs) such as latency, jitter and packet-loss with built-in automatic fail-over to determine preferred paths and maintain the optimal application performance of business-critical applications

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

15	The SD-WAN must be able to build connections dynamically between two SD-WAN devices, leveraging multiple links and use principles of best path selection, automatic traffic switching and application of QoS.
16	The appliance must use both the bandwidth giving links automatically and effectively.
17	The device should also support Threat Protection Throughput (FW + IPS + Application control + Malware Protection) of 12 Gbps with logging enabled Solution should provide Geo-IP database, Application Identifications, URL and IP database, Anti-Malware, Anti-Virus and IPS from the day one. The solution should support configuring custom application signatures, perform on-device SSL/TLS decryption, decrypt TLS v1.3 with mandated ciphers and perform deep inspection to identify threats hidden in TLS encrypted sessions
18	SD-WAN edge/branch devices must have authentication and authorization only with the preconfigured Controller/Management Server/Management Console which is placed in a DC/DR.
19	Also the preconfigured Controller/Management Server/Management Console must not communicate with any un-authenticated and un-authorized Controller/Management Server/Management Console
20	Appliance must be able to integrate with central authentication solutions such As Active Directory/TACACS and SIEM or similar The device should be quoted with 2 Mobile Two-factor Authentication tokens for admin login purpose. These licenses should be perpetual and should support iOS and Android
21	The solution must come with a web based administration interface and GUI.
22	The solution should have the ability to provide visualization of traffic flows and customization of reports with no additional cost to the bank.
23	The devices must be supplied with Console Cable, Power Cable (Indian Standard 3 pin plug) and Rack Mount kit.
24	Based on user need, the solution must be able to archive/save/Schedule all the old network configurations as well as on file server , so that it can be used to revert the network configuration when needed
25	The Centralized devices must be capable of termination of backhaul links directly or through an Existing aggregation switch and must be compatible with ISP links
26	The Centralized devices must be capable of throughput for SD_WAN encrypted traffic of minimum 3 Gbps (each direction) on Day 1 with all services like IPSec, Firewall, IPS, URL filtering, logging etc. enabled and scalable up to 12 Gbps for SDWAN encrypted throughput in future on the same device.
27	In case the SDWAN encrypted throughput reaches beyond the value of license applied on Day 1 then the overhead traffic must not be dropped by the SDWAN device and continue to function without any disruption to the services.
A.3	Technical Specifications Required for branches/offices
Sr. No.	Technical Specification
1	Proposed solution must be in the form of Hardware Appliance and must be Rack Mountable.
2	SD-WAN device must have at least 4 x 1 Gig Ethernet onboard ports for LAN connection from day 1. SD-WAN device must have minimum 3 x 1Gig- Ethernet onboard ports for WAN connection from day 1.
3	SD-WAN device must have a USB port capable of handling 4G/5G LTE connectivity via USB dongle. In case of 5G availability the device should support without additional cost to Bank.

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

4	The branch/office devices must be capable of throughput for SD_WAN encrypted traffic of minimum 20 Mbps (each direction) on Day 1 with all services like IPSec, Firewall, IPS, URL filtering, logging etc. enabled and scalable up to 50 Mbps for SDWAN encrypted throughput in future on the same device.
5	In case the SDWAN encrypted throughput reaches beyond the value of license applied on Day 1 then the overhead traffic must not be dropped by the SDWAN device and continue to function without any disruption to the services.
6	The solution must support traffic distribution on per packet and session basis.
7	Logs must be retained in each individual device for a period of at least 3 Months, with inbuilt capability or with external database where storing for longer duration is possible, depending on size of the data.
8	SD-WAN equipment must seamlessly operate within Temperature range from 0 to 40°C
9	The devices must be supplied with Console Cable, Power Cable (Indian Standard 3 pin plug) and Rack Mount kit.
10	All the WAN ports of must support QoS. The device should support Traffic Shaping based on bandwidth limits per application and WAN link, rate limits per application and WAN link, prioritize application traffic per WAN link, mark/re-mark DSCP bits for influencing traffic QoS on egress devices, application steering based on ToS marking, Differentiated Services (DiffServ) support and Weighted Random Early Detection (WRED) queuing mechanism
11	Should support the following WAN load balancing (weighted) algorithms: volume, sessions, source-destination IP, Source IP, and spillover. The solution should have the capability to measure application transactions (SLAs) such as latency, jitter and packet-loss with built-in automatic fail-over to determine preferred paths and maintain the optimal application performance of business-critical applications
12	The SD-WAN must be able to build connections dynamically between two SD-WAN devices, leveraging multiple links and apply logic for best path selection, traffic switching, QoS and dynamic link bonding.
13	The appliance must use both or all the links effectively.
14	The SD-WAN must continuously check link flaps and link quality parameters and traverse traffic accordingly i.e. if the link is not stable then put the link in monitor state, once the link is stable for a particular time then start sending traffic on that link. Link flaps or link up/down must not affect the traffic as long as other link is available.
15	State-full Firewall Services with Access Lists and/or Time-based Access lists to provide supervision and control.
16	The SD-WAN must support DDoS mitigation functionality and protect DDOS attack like UDP Flood, Ping of Death etc.
17	SD-WAN edge/branch devices must have authentication and authorization only with the preconfigured Controller/Management Server/Management Console which is placed in a DC/DR.
18	Appliance must be able to integrate with central authentication solutions such as Active Directory/TACACS (or similar) and SIEM
19	The solution must come with a web based administration interface and GUI.
20	Based on user need, the solution must be able to archive/save all the old network configurations, so that it can be used to revert the network configuration when needed.
21	The solution MUST also be capable of supporting branch to branch secure path in mesh topology, in addition to the path with Primary at DC.
22	SD-WAN device should have at least One WAN Serial interface onboard port or should support Serial V.35 to Ethernet converter (converter to be arranged by selected bidder).

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/22-23/56
09-Feb-2023

23	The solution must support Next-Generation Firewall features like URL Filtering, IP Filtering, DNS proxy and DNS firewall
24	20 The device should be quoted with 2 Mobile Two-factor Authentication tokens for admin login purpose. These licenses should be perpetual and should support iOS and Android
25	The devices must be capable of termination all backhaul links directly.

Desirable Points

B.1 Desirable Technical Specifications for Software Defined Wide area network (SD-WAN) solution for IDBI Bank (Entire Devices/solution)				
Sr. No.	Desirable Point	Max Marks	Response from Bidder (Yes/No/Number Range etc.)	Marks Obtained
1	How many Internet/MPLS bandwidth lines on network side can be multiplexed in proposed SD-WAN solution? Give the total number of lines (without differentiation)	1		
2	Does the proposed SD-WAN solution branch/office devices support required interfaces?	1		
3	Does the proposed SD-WAN solution Centralized devices (DC & DR) and branch/office devices support required IPSEC throughput?	1		
4	Does the proposed SD-WAN solution support controller?	1		
5	The Centralized Management / Orchestrator should be a single plane of glass solution to manage the NGFW and SD-WAN features, and should support the APIs?	1		
6	Is the policy framework dependent on the transport network? (Whether the underlying network can be SDH/OTN/WDM/IPoEthernet, LAN or MPLS)?	1		
7	Can the proposed SD-WAN solution support the decryption of SSL/TLS 1.3 certificates for the security inspection?	1		
8	Can Solution should provide Geo-IP database, Application Identifications, URL and IP database, Anti-Malware, Anti-Virus and IPS from the day one?	1		
9	Can SD-WAN solution quoted with 2 Mobile Two-factor Authentication tokens for admin login purpose for each SD-WAN nodes. These licenses should be perpetual and should support iOS and Android?	1		
10	Can 1500 network elements/nodes can be instantiated through a single controller/NMS?	1		

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

11	Does vendor NMS provide following features:	1		
11.1	a: The Centralized Management / Orchestrator should be a single plane of glass solution to manage the NGFW and SD-WAN features			
11.2	b: port working/down			
11.3	c: single console for branch offices, DC and DR			
11.4	d: REST Based APIs			
11.5	e: Latency of a selected service			
11.6	f: Throughput of a selected service			
11.7	g: Packet loss for a selected service			
11.8	h: node packet loss			
12	Does each platform provide for latency numbers readable through controller/NMS?	1		
13	Does each platform provide for jitter numbers readable through controller/NMS?	1		
14	Does each platform provide for throughput numbers readable through controller/NMS?	1		
15	Does each platform provide for packet loss numbers readable through controller/NMS?	1		
16	support downloading Security Updates (Antivirus definition updates, Threat updates, Application Control updates and Web Filtering updates) and supply them to the SDWAN Edge appliances	1		
17	Does it support automatic configuration revision feature	1		
18	support Active Directory integration for user-based SD-WAN steering policies	1		
19	Are node and edge disjoint paths automatically selected by the NMS for restoration of service?	1		
20	Does vendor support Automatic or manual restoration of service post node failure?	1		
21	Does vendor support <50ms restoration of service post link failure?	1		
22	Can these alarms be programmable through controller?	1		
23	create connectors to facilitate connections with third-party vendors via pxGrid , Clearpass, ESXi and others, to share and exchange data	1		
24	Does vendor support programmability across multiple parameters?	1		
25	How many parameters/fields can be programmed together for a single service?	1		
26	Is there is user manual for scripts for the controller	1		
27	How many ACL entries for branch/office devices?	1		
28	How many ACL entries for Centralized devices (DC & DR)?	1		

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

29	Does branch/office devices support BGP neighbor 1000?	1		
30	Does Centralized devices (DC & DR) support 20K routes?	1		
31	Are branch/office devices IPv6 ready?	1		
32	Are Centralized devices (DC & DR) IPv6 ready?	1		
33	Should have log search capabilities based on Usernames, IP, service, Applications etc	1		
34	Built-in report templates, which should be customizable and can be scheduled	1		
35	Should be capable to forward logs from itself to a third-party syslog server, a Common Event Format (CEF) server or a SIEM solution	1		
36	Is IPsec supported AND is part of the offered vendor solution?	1		
37	Should support around 4000+ application signatures to achieve application visibility	1		
38	Should support AV signatures more than 7 million	1		
39	Should support more than 20K IPS signatures	1		
40	what is the MTBF for branch/office devices	1		
41	what is the MTBF for centralized devices (DC & DR)	1		
42	What is MTTR for branch/office devices?	1		
43	What is availability for branch/office device?	1		
44	What is availability for centralized device (DC & DR)?	1		
45	SSL inspection throughput 50 Mbps for branch/office routers	1		
46	How many queues for packet storage in bits per type?	1		
47	SD-WAN rules/policies should support dynamic address objects which are pulled automatically from Private cloud infrastructure like VMWare ESXI, VMWare NSX, Openstack Horizon, Cisco ACI, Kubernetes and Nuage Virtualized Service Platform	1		
48	Dynamic VPN tunnels between spoke locations	1		
49	Support Zero Touch Deployment of SD-WAN Edge in a closed network using DHCP	1		
50	Whether SD-WAN service restoration port failure be in 50 ms.	1		
51	support RESTful API/Ansible for configuration, reporting, and third-party integration (SNMPv3 AES-256, Syslog in CEF format, sFlow version 5 and Netflow V9.0)	1		
52	Support Multicast forwarding, PIM sparse (rfc 4601), dense mode (rfc 3973), PIM rendezvous point	1		

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

53	The proposed SD_WAN solution must provide provision for Simulation for change due to implementation of configuration: For impact analysis of control and data traffic at end devices	1		
54	The software defined controller must be able to monitor and report top 10 applications by the usage across all branch locations, in a branch location along with the data rate and flow usage. This data must be stored by the controller for a minimum of 30 days	1		
55	The SD_WAN should be available and running when the software update/patch is being downloaded and applied to the central software defined controller as well as in to the branch devices from the central software defined controller.	1		
56	The SD-WAN should support 802.1x and sub-interface	1		
57	The system should ensure that the session is not impacted when switching between paths	1		
B.2	Desirable Technical Specifications Required for Centralized location (DC-Mumbai & DR-Chennai)			
Sr. No.	Desirable Point			
1	The solution should be capable of sending duplicate data over both links for guaranteed delivery of all applications like data, video & etc, and it has to be configurable feature need to be enabled if required. Central management and logging should be on-prem Only	1		
2	The solution should be able to allocate a minimum bandwidth guarantee to each class of applications. The solution should provide Geo-IP database, Application Identifications, URL and IP database, Anti-Malware, Anti-Virus and IPS from the day one	1		
3	The SD-WAN should support if the bandwidth of a single session exceeds the availability on any link, the session should be able to use multiple links simultaneously. Support Active Directory integration for user-based SD-WAN steering policies	1		
4	Based on user need, the solution should be able to archive/save/Schedule all the old network configurations as well as on file server , so that it can be used to revert the network configuration when needed	1		

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

5	2 x Soft One Time Password (OTP) tokens for Two-Factor Authentication (2FA) of Admin login at each SD-WAN CPE and DC-DR devices	1		
6	The software defined network controller must have REST APIs available for 3rd party integration or integration with custom automation tools	1		
B.3	Desirable Technical Specifications Required for branches/offices			
Sr. No.	Desirable Point			
1	The solution should be capable of HA (Active-Active or Active-Passive) and also state synchronization between Member HA devices	1		
2	The solution may be capable of sending duplicate data over both links for guaranteed delivery of all applications like data, video & etc, and it has to be configurable feature need to be enabled if required.	1		
3	The solution should be able to allocate a minimum bandwidth guarantee to each class of applications.	1		
4	The solution should be able to allocate a maximum bandwidth usage cap to each class of traffic. The solution should allow usage to burst above the maximum bandwidth usage cap if no other traffic classes attempt to utilize the available bandwidth	1		
5	The SD-WAN should support if the bandwidth of a single session exceeds the availability on any link, the session should be able to use multiple links simultaneously.	1		
6	Solution should provide Geo-IP database, Application Identifications, URL and IP database, Anti-Malware, Anti-Virus and IPS from the day one	1		
7	2 x Soft One Time Password (OTP) tokens for Two-Factor Authentication (2FA) of Admin login at each SD-WAN CPE and DC-DR devices	1		

The bidder needs to provide valid and relevant proof and highlight the features mentioned above (in data sheet/solution document etc.) for the claims made regarding the evaluation parameters.

The vendor should have back-to-back support arrangement from the manufacturer. The vendor must submit the Manufacturer's Authorization Certificate in the format given in the RFP or the format acceptable to the Bank.

Signature :

Name :

Designation :

Company seal :

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

16. INFORMATION SECURITY CERTIFICATE (ANNEXURE – 16)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

To,
Dy. General Manager
Vendor Management Group, Information Technology Department
IDBI Bank Limited,
IDBI Annex Building, Plot No: 39-41,
Sector 11, CBD Belapur,
Navi Mumbai - 400614.
Tel. No. 022 – 6740 1738.

**Reference: RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND
BRANCHES/OFFICES
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/56 : February 09 , 2023)**

This is to certify that–

1. Hardware and the software/future upgrades being offered do not contain any kind of malicious code such as Viruses, Trojan, Spyware that would:
 - (a) Obstruct the desired and the designed function of hardware.
 - (b) Cause physical damage to the user or their equipment during the usage of the equipment.
 - (c) Tap the information regarding network, users and information stored on the network of the Bank or in its CBS Platform or otherwise.
 - (d) Culminate into software attack, theft of intellectual property rights, identity theft, theft of equipment or information, sabotage & information extortion;
2. We undertake to be liable in case of any loss that may be caused to the Purchaser due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information, loss of reputation and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied.
3. We shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank will be kept within the geographical boundaries of India

Signature : _____
Name : _____
Designation : _____
Company seal : _____

17. PRE – BID QUERIES (ANNEXURE – 17)

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

(To be submitted in excel file format at email address mentioned in the Schedule of events)

Bidder Name :				
Contact Person :				
Contact no & email id:				
S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Query
1				
2				
3				
4				
5				
6				

Signature :

Name :

Designation :

Company seal :

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

18. ELIGIBILITY CRITERIA COMPLIANCE SHEET (ANNEXURE – 18)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Reference: RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/56 : February 09 , 2023)

Sr. No.	Criteria	Supporting documents	Compliance (Yes/No)
1.	Bidder should be an Indian company registered in India under Companies' Act 1956 and / or 2013	<ul style="list-style-type: none"> Bidder's Profile as per Annexure-19 along with its supporting documents <p>Note: in case of mergers/acquisitions/restructuring or name change & the date of establishment of earlier/original entity can be considered.</p>	
2.	The Bidder & OEM should have been in existence for a minimum period of 5 years in India as on 31 March 2022.	<ul style="list-style-type: none"> Certificate of incorporation 	
3.	The proposed OEM should be able to support project in India (wherever Bank's Data Centers & branches are / would be located) during the contract period.	<ul style="list-style-type: none"> Self-declaration by OEM 	
4.	The bidder can be an OEM or authorized partner/system integrator of OEM for the proposed product. In case if an OEM does not bid directly then, such OEM can bid through not more than three (3) authorized partners/system integrators.	<ul style="list-style-type: none"> If the applicant is an OEM, an undertaking Letter has to be submitted in this effect on company's letter head. If the bidder is an Authorized partners/ system integrator (SI) then Manufacturer's Authorization Letter should be submitted by the OEM in favor of the Authorized partners/ system integrator (SI). <p>(MAL to be provided in the format given in the RFP Annexure-7 or the format acceptable to the Bank.)</p>	
5.	The bidder/OEM (in case OEM bids directly) must have supplied, deployed and maintained SDWAN solution of the proposed OEM in any Govt./PSU/BFSI organization in India for at least two (2) deployments wherein, at-least one (1) deployment of SDWAN solution should be for more than 400	Supporting proof / document to be furnished for two deployments such as; <ul style="list-style-type: none"> Rate Contract*/Purchase Order/LOI* and Satisfactory performance certificate from client etc. for the said period. 	

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

	successfully migrated branches/offices in a BFSI organization having minimum 1000 branches/offices. The deployment can be in single order/multiple orders from the same organization within last 5 years to build a single solution.	*for Rate Contract/LOI, installation reports for mentioned locations/sites needs to be submitted by the bidder along with Satisfactory performance certificate.	
6.	The bidder should be in a business of Supply, maintenance & support of Networking Equipment (Router / SD-WAN Devices) in India for at least last 5 Years	<ul style="list-style-type: none"> Memorandum & Articles of Association, Other eligible entities-applicable documents. 	
7.	The Bidder shall support directly or through their franchise / Authorized Support Partners (ASP) in PAN-India. The Bidder should be having support centers in minimum 20 (Twenty) states directly or through their Franchise / Authorized partners. The bidder should have at least one support center in North-East region. Bidder should submit the (state wise) list of support centers as on date of RFP.	<ul style="list-style-type: none"> Bidder is required to submit the list of support centers as on date of the RFP. 	
8.	The Bidder should have 24*7 Technical Assistance Center in India for customer support. The bidder should have a Toll Free number facility for call logging within India.	<ul style="list-style-type: none"> Details of the support center like office address, name of the contact person, their phone numbers and email id and the escalation matrix, should be provided. 	
9.	The Bidder should have annual turnover of at least Rs.100 Crores)(from Indian operations only) in each of the last 3 financial years viz 2019-20, 2020-21 and 2021-22.	<ul style="list-style-type: none"> Copy of audited Balance Sheet & Profit and Loss Account Statements for following FY to be submitted. (F.Y. 2019-20 F.Y. 2020-21 & F.Y. 2021-22 <p>For F.Y. 2021-22 – If Audited financial statement is not available then bidder may submit provisional certificate duly signed by CA/Statutory Auditor for last year</p>	F.Y. 2019 - 20
			F.Y. 2020 - 21
			F.Y. 2021 - 22
10.	The Bidder should have positive net-worth in immediately preceding last three financial years viz 2019-20, 2020-21 and 2021-22	<ul style="list-style-type: none"> Copy of audited Balance Sheet & Profit and Loss Account Statements for following FY to be submitted. (F.Y. 2019-20 F.Y. 2020-21 & F.Y. 2021-22) <p>For F.Y. 2021-22 – If Audited financial statement is not available then bidder</p>	F.Y. 2019 - 20
			F.Y. 2020 - 21

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

		may submit provisional certificate duly signed by CA/Statutory Auditor for last year.	F.Y. 2021 - 22
11.	The Bidder(s), who have been associated with IDBI Bank Ltd for any contract during last 3 financial years then bidder has to submit the Satisfactory or performance certificate from the Bank.	<ul style="list-style-type: none"> Copy of satisfactory or performance certificate 	
12.	Bidder should not have been blacklisted by any Govt. bodies / PSB / PSU during the last five years. The Bidder have to produce a self-declaration that there are - (a) no vigilance and / or court cases pending against it (b) no inquiry or investigation pending against it from any statutory regulatory and / or investigation agency	<ul style="list-style-type: none"> Self-Declaration on Company's letter Head signed by authorized person 	
13.	Bidder and OEM need to have following certificate:		
13.1	ISO 9001-2015	<ul style="list-style-type: none"> Copy of valid certificate 	
13.2	ISO 27001 Certificate	<ul style="list-style-type: none"> Copy of valid certificate 	
14.	Bidder must adhere to the Scope of work defined in the RFP and subsequent corrigendum (if any).	<ul style="list-style-type: none"> Self-declaration to be submitted by the bidder on company letter. 	
15.	<p>Micro, Small & Medium Enterprises (MSME): Procurements through MSMEs will be done as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (GOI from time to time. registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines thereunder as well as those issued by GOI from time to time shall be eligible. meeting all the eligibility criteria laid down in this RFP will be eligible to bid for this RFP.</p> <p>For eligible bidders, exemption will be provided, only for Cost of the Bid Document & Earnest Money Deposit (EMD), as per GOI norms.</p>	<ul style="list-style-type: none"> Valid NSIC / MSME registration Certificate to be submitted. 	
16.	In terms of Notification No. F.No.6/18/2019-PDD dated July 23, 2020 issued by Public Procurement	<ul style="list-style-type: none"> Both OEM and Bidders have to submit the approval from Competent Authority. 	

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

	<p>Division of Department of Expenditure, Ministry of Finance, any Bidder from a country which shares a land border with India will be eligible to Bid in this tender only if the Bidder is registered with the Competent Authority.</p> <p>A copy of the aforesaid Notifications can be downloaded from Department of Expenditure website i.e. URL https://doe.gov.in/procurement-policy-division-0. The Guidelines may be treated as an integral part of the tender documents.</p>	<p>Alternatively, Bidders should provide Certificate "Model Certificate for Tenders", on their Letter head, as indicated on Annexure III at Page 11 of the Notification No. F.No.6/18/2019-PDD dated July 23, 2020 issued by Public Procurement Division of Department of Expenditure, Ministry of Finance.</p>	
17.	The Bidder should have Goods & Services Tax (GST) Registration	<ul style="list-style-type: none"> • Copy of Valid GST Certificate to be submitted by the bidder 	
18.	<p>The equipment must be manufactured in India or a country, which is not on the list of barred countries as per the Ministry of Home Affairs, Govt. of India. In the event that the country falls under the restricted category, the bidder shall be disqualified at any stage of the RFP or installation process.</p>	<ul style="list-style-type: none"> • Bidder need to submit the duly signed & sealed declaration obtained from the OEM on OEM's company letter head. 	

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

Signature : _____
 Name : _____
 Designation : _____
 Company seal : _____

19. BIDDER PROFILE (ANNEXURE – 19)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: _____ (DD/MM/YYYY)

To,
Dy. General Manager
Vendor Management Group, Information Technology Department
IDBI Bank Limited,
IDBI Annex Building, Plot No: 39-41,
Sector 11, CBD Belapur,
Navi Mumbai - 400614.
Tel. No. 022 – 6740 1738.

Dear Sir,

Reference: RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/56 : February 09 , 2023)

Sr. No	Particulars	Response
1.	Name & Registered Office Address of the Bidder	
2.	Type of organization & year of incorporation / Registration. (Copy of certificate of registration / incorporation to be submitted)	
3.	PAN No (Copy of PAN card to be submitted)	
4.	GST No (Copy of GST reg. to be submitted)	
5.	Correspondence address at Mumbai with contact person/s Details: Name: Telephone No.& Mobile No. Email Id: etc.	
6.	Contact person/s Details for the purpose of this RFP: Details: Name: Telephone No & Mobile No.: Email Id: etc.	
7.	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP.	

Please find enclosed the supporting documents for above response.

Signature:
Name of the Authorized Person:
Designation:
(Company Seal)

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

20. PRE INTEGRITY PACT (ANNEXURE-20)

(To be stamped Rs.500/- stamp paper and included in the Technical Bid)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, IDBI Bank Ltd., incorporated and registered under the Companies Act, 1956(1 of 1956) and a company within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its _____ Department/ Office at _____, _____, (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the

First Part

And

M/s _____ represented by Smt/ Shri _____, MD/ CEO/ CMD (hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to procure (**RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES**) and BIDDER/ Seller is willing to offer/ has offered the same to the Principal.

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is an Office/ Department of IDBI Bank Ltd performing its functions on behalf of IDBI Bank Ltd.

NOW, THEREFORE,

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

- Enabling the PRINCIPAL to obtain the desired service/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the PRINCIPAL

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party (which is not available legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be

Signature of Vendor Representative

Duly authorized to sign

for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/22-23/56

09-Feb-2023

initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of the BIDDERS

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage commission, fees brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement (not available legally) to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with IDBI Bank Ltd for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with IDBI Bank Ltd.

3.3 The BIDDER confirms and declares that they have not made any payments to any agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of product/ service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.

3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other BIDDERS to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, certifications, subsidiary contracts etc.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice; unfair means and illegal activities.

3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to others, any information provided by the PRINCIPAL as a part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative

of an officer of the PRINCIPAL has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.

3.13 The BIDDER/ Contractor shall not directly or through any other person or firm use coercive practices against IDBI Bank and/ or other BIDDERS/ Contractor(s).

3.14 BIDDERS are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence under PC/ IPC Act.

3.15 Foreign BIDDERS if any, to disclose name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.

3.16 BIDDERS to disclose any transgressions with any other company that may impinge on anti-corruption principle.

4. Previous Transgressions

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

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

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/ Security Deposit, with the PRINCIPAL through any of the modes mentioned in the RFP/ bid document and no such mode is specified, by a Bank Draft or a Pay Order in favor of IDBI Bank Ltd. However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents/ RFP should be from any nationalized Bank other than IDBI Bank Ltd and promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.

5.2 Unless otherwise stipulated in the Bid document/ RFP, the Earnest Money/ Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.

5.3 In case of the Selected Bidder, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:

6.1.1 To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.

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

6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

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

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

6.1.6 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

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

6.1.8 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.1.9 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8. Independent External Monitors

8.1 The PRINCIPAL has appointed Independent External Monitors (hereinafter referred to as Monitors or IEMs) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

Sr. No.	Name of IEM	Contact Number	Contact mail
1	Dr. Ravindra Kumar Srivastava, IAS (Retd)	9999985440	Srivastava.rks@gmail.com
2	Shri Prem Chand Pankaj Ex-CMD NEEPCO	9717433886	prempankaj@gmail.com

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

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project



documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of the PRINCIPAL and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the Selected Bidder by the PRINCIPAL.

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

13. The parties hereby sign this Integrity Pact at _____ on _____.

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature
(For & on behalf of the PRINCIPAL)

Signature
(For & on behalf of the BIDDER/ Contractor)

Office Seal
Name
Designation

Office Seal
Name
Designation

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

[Provisions of the above clauses would need to be amended/ deleted in line with the policy of the PRINCIPAL in regard to involvement of Indian agents of foreign suppliers].

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

21. SERVICE LEVEL AGREEMENT (ANNEXURE-21)

(To be submitted by the Successful Vendor on Rs. 100 stamp paper)

THIS SERVICE LEVEL AGREEMENT (SLA) made at _____ on ____ day of _____ 2023

BETWEEN

IDBI Bank Ltd., a company incorporated and registered under Companies Act, 1956 [1 of 1956] and also a banking company under section 5(c) of the Banking Regulation Act, 1949 (10 of 1949) having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as "IDBI") (which expression shall unless repugnant to the subject, meaning or context thereof be deemed to mean and include its successors and assigns) of the ONE PART

AND

M/s. _____, hereinafter referred to as the "Vendor / Service Provider (SP)" (which expression shall unless repugnant to the subject, meaning or context thereof be deemed to mean and include its successors and permitted assigns) of the OTHER PART.

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

WHEREAS IDBI Bank is desirous of, inter alia, availing supply, installation and maintenance of software defined wide-area network (SD-WAN) equipment at branches of Bank

I. The Service level includes the following essential parameters:

#Response/Resolution time starts from the time the call is logged

- II.** For P1/P2 incidents, calls should be logged with OEM TAC either through OEM portal or by calling them within 10 minutes from the issue reported.
- III.** All resolution times mentioned above includes travel time of Engineers also.
- IV.** Uptime of 99.5 % for all the modules of proposed solution (including hardware) is expected and would be calculated on a monthly basis.
- V.** Breach of Service levels consistently on part of the Vendor/Bidder may lead to invocation of Clause for "Termination for Default".
- VI.** Bidder shall provide on-site support for addressing hardware related issues.
- VII.** Selected Bidder shall offer onsite comprehensive warranty for the hardware and software against defects arising out of faulty design, materials and workmanship or due to any reason for a period of three (3) year from the date of acceptance and sign off by the bank. Similarly, Bidder shall extend same type of support (same as warranty period) within AMC period.
- VIII.** Defective hardware/part thereof shall be replaced by the bidder at his own cost, including the cost of transport if any within defined SLA. The new releases (minor / major), versions, bug fixes etc. for the hardware and software will be supplied proactively to the Bank at no extra charge, with necessary documentation.
- IX.** In case of 3 (three) consecutive failure of any device/part thereof during the warranty & AMC period, the bidder will have to replace the device with a new device of higher configuration, unconditionally, at no extra cost within 15 (fifteen) days of the reporting of the issue (4th occasion) as per the SLA and

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.



provide a Non EOL/EOS standby device of equivalent/higher configuration on immediate basis till the time replacement device is installed at the affected location.

- X. The "Downtime" is the time between the Time of Report by the Bank and Time of Restoration/Rectification within the contracted hours. "Failure" is the condition that renders the any of the module of the solution is not available. "Restoration" is the condition when the selected bidder demonstrates that the solution (all the modules) is in working order and the Bank acknowledges the same.
- XI. Any device or part thereof, that are reported as down or gone faulty should be replace with new device or part by bidder as per SLA. Meanwhile, Bidder has to arrange temporary substitute (of equivalent or higher configuration) within defined SLA at no extra cost and the temporary substitute should not be EOL/EOS. The reporting will be through a telephonic, email or any other mode as Bank may decide.
- XII. The Bidder shall provide all normal toolkit and test equipment needed for the maintenance of the device to the engineer.
- XIII. To complete the work at the site/ location within stipulated timeframe, bidder’s engineers may have to visit the site multiple times at no extra cost. Engineer should wear I-card in the branch premises while attending to calls.
- XIV. The Bidder should provide the standby device on need basis.
- XV. Warranty also covers all spares include power cords, cards, cables and other related equipment.
- XVI. During the warranty & AMC period, if call is registered as physical damaged, the bidder should provide quote for repairing the device (hardware), meanwhile bidder should provide the standby device (hardware) at no extra cost.
- XVII. The Bidders should submit a list of support center addresses, contact person and the escalation matrix for the delivery setup and support centers also.
- XVIII. 18. The bidder should keep spare devices at appropriate locations to meet the SLA requirements. The number of devices reserved should be indicated in the offer and provide the warehouse details like address etc.. This stock will be subject to periodic inspection by Bank. Non-compliance will invite penal action or disqualifications. The Bidder shall ensure to perform preventive maintenance (PM) on quarterly basis and report should be submitted by Bidder to concerned Bank officials.
- XIX. The Bidder shall ensure to submit consolidated report of any upgrade/advisory/bugs/vulnerabilities, released/suggested by OEM at any point of time during the AMC period on quarterly basis.
- XX. The Bidder shall ensure to close the vulnerabilities identified by the Bank’s security team or any third party affiliations such as Cert-in, etc. Within 15 days from the date of report of vulnerabilities by the Bank.
- XXI. The Bidder shall ensure to upgrade the device within 15 days for Critical Equipment and within 30 days for non-Critical Equipment from the date of receiving communication from the Bank. The Bidder has to review the new released version/patch and ensure that new released version/patch must be stable before up-gradation.

The Vendor shall strictly adhere the scope of work (SOW) mentioned in the RFP. All other Service Level Expectations, not specifically provided are as per the terms and conditions of the RFP (Ref no _____) dated _____

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signature:

M/s.
.....

Date:

Signature of Vendor Representative
Duly authorized to sign
for and on behalf of the company.

IN THE PRESENCE OF:

1. Signature Name : Address :	2. Signature Name : Address :
---	---

Signed and Delivered by.....

the within named

M/s.

.....

Date :

IN THE PRESENCE OF:

1. Signature Name : Address :	2. Signature Name : Address :
---	---

22. LIST OF DOCUMENTS TO BE SUBMITTED IN RESPONSE TO THE RFP (ANNEXURE-22)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Reference: RFP FOR PROCUREMENT OF SD-WAN SOLUTION (PHASE-II) AT DATA CENTER AND BRANCHES/OFFICES
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/56 : February 09 , 2023)

#	Documents to be submitted	Supporting Documents	Submitted (Yes / No)
1.	Copy of NEFT receipt/UTR details (EMD and Bid Cost)	<ul style="list-style-type: none"> EMD Bid document fee MSME Certificate / NSIC / Other Supporting document for waiver for EMD / Bid Fee 	Yes / No
2.	Technical Bid Form	<ul style="list-style-type: none"> As per Annexure-1 	Yes / No
3.	Power of Attorney as per format provided in RFP (accompanied by certified true copy of Board Resolution)	<ul style="list-style-type: none"> Certified true copy of Board Resolution POA as per format at Annexure-4 (If sub delegates the power by the authorized signatory whose nominated by the board) 	Yes / No
4.	Unconditional Acceptance of Terms and Conditions of RFP	As per Annexure-5	Yes / No
5.	Self-Declarations by Bidder	As per Annexure-6	
6.	Manufacturer Authorization Form (MAF) from OEM	<ul style="list-style-type: none"> As per Annexure-7 	Yes / No
7.	Letter for Refund of EMD	<ul style="list-style-type: none"> As per Annexure-14 	Yes / No
8.	Technical Specification	<ul style="list-style-type: none"> As per Annexure-15 	Yes / No
9.	Information Security Certificate	<ul style="list-style-type: none"> As per Annexure-16 	Yes / No
10.	Eligibility Criteria Compliance (accompanied by all the supporting documents)	<ul style="list-style-type: none"> As per Annexure-18 	Yes / No
11.	Bidder's Profile	<ul style="list-style-type: none"> As per Annexure-19 Incorporation Certificate GST PAN 	Yes / No
12.	Pre-Contract Integrity Pact	<ul style="list-style-type: none"> As per Annexure-20 	Yes / No
13.	Contact details along with escalation matrix of Central Helpdesk / support center (Bidder and OEM)	<ul style="list-style-type: none"> Contact details along with escalation matrix of Central Helpdesk / support center (Bidder and OEM) 	Yes / No
14.	Signed Copy of RFP, Bank's Response to pre-Bid queries and Corrigendum (if any)	<ul style="list-style-type: none"> Signed copy of RFP (all the pages to be signed). Signed copy of Bank's Responses, Corrigenda and addenda, if, any, to be submitted 	Yes / No

Signature:

Name of the Authorized Person:

Designation:

(Company Seal)

Signature of Vendor Representative

Duly authorized to sign

for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/22-23/56

09-Feb-2023

23. INSTRUCTIONS TO BIDDER – ONLINE MODE (ANNEXURE-23)

23.1. **DEFINITIONS:**

23.1.1. C1 India Pvt. Ltd.: Service provider to provide the e-Tendering Software.

23.1.2. IDBI Bank e-Procurement Portal: An e-tendering portal of IDBI Bank introduced for the process of e-tendering which can be accessed on <https://c1.eproc.in>

23.2. **ACCESSING / PURCHASING OF BID DOCUMENTS :**

23.2.1. It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of IDBI Bank. Bidders can see the list of licensed CA's from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com

23.2.2. To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the IDBI Bank e-Tendering Portal (<https://c1.eproc.in>) to have a user ID & Password with no registration fee.

23.2.3. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank e-Tendering Portal (<https://c1.eproc.in>).

23.2.4. The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.

23.2.5. Both 'EMD' and 'Tender Document Fee', if any, are mentioned in individual tender document published at IDBI Bank e-Tendering Portal (<https://c1.eproc.in>).

23.2.6. For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: 0124-4302033/36/37, eprocsupport@c1india.com.

Note: It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither IDBI Bank nor C1 India Pvt. Ltd. (C1 India) will be responsible for such eventualities.

24. BUYBACK OFFER (ANNEXURE-24)

Type	Make	Model	Qty*	Status	Description	Per unit Buyback cost	Total Buyback cost
ROUTER	Cisco	2911	300	Working	3x onboard Gigabit Ethernet ports, 8 ports GE Non-POE EHWIC Switch Card		
ROUTER	Cisco	1941	490	Working	2x onboard Gigabit Ethernet ports, 2x Fast Ethernet ports: High Speed WAN Interface Card, 2x Serial ports: WAN Interface Serial Card		
Total Devices			790				

Note:

- 1) * Quantity mentioned is indicative in nature and may be subject to change during the course of completion of the RFP process.
- 2) Exact list of locations would be shared with the selected bidder post issuance of PO by the Bank and signing of documents by the selected bidder.
- 3) Buyback is inclusive of router (hardware), line cards and power cables.

25. INSTALLATION AND BUYBACK REPORT (ANNEXURE-25)

INSTALLATION REPORT

Sr. No.	Date of Delivery	Date of Installation	Model of SDWAN router/equipment	Serial No. of SDWAN router/equipment	Name of Bank Employee	EIN of Bank Employee	Sign & Seal

BUYBACK REPORT

Sr. No.	Date of Pickup of buyback router	Model of buyback router/equipment	Serial No. of buyback router/equipment	Name of Field Engineer (FE)	Contact no. of FE	Name of Bank Employee	EIN of Bank Employee	Sign & Seal

***** END OF RFP DOCUMENT *****