

**THE ASSAM CO-OPERATIVE APEX BANK LTD.**



**INFORMATION TECHNOLOGY DEPARTMENT**

**HEAD OFFICE: 151, HEM BARUA ROAD, PANBAZAR, GUWAHATI,  
ASSAM – 781001, INDIA**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**SELECTION OF SYSTEM INTEGRATOR FOR SUPPORT, MANAGEMENT & MAINTENANCE OF IT  
INFRASTRUCTURE & CONNECTIVITY AT DC, DR, HO & BRANCHES**

REF NO.: ACAB/HO/IT/CBS SI-RFP/656  
RELEASE DATE: 06-11-2024

**RFP for selection of system integrator for support, management & maintenance of IT infrastructure & connectivity at DC,  
DR, HO & branches for The Assam Co-Operative Apex Bank Ltd**

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## **1. General Information**

### **1.1 Disclaimer**

The information contained in this Request For Proposal (RFP) document or subsequently provided to interested parties, whether verbally or in documentary form by or on behalf of Bank by any of their authorized employees or advisors or consultants, is provided to the Bidders based on the terms and conditions set out in this RFP document only and any other terms and conditions subject to which such Information is provided.

This RFP document is not an agreement and is not an offer by the Bank to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their bid for short listing and final selection for appointment of System Integrator for support, management & maintenance of IT infrastructure & connectivity at DC, DR, HO & branches. Each Bidder, if so required, may approach the Bank for any further information. However, the Bank is not obliged to furnish any part or whole of information sought by the Bidders.

The Bank may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the Information including the qualification process in this RFP document at any time including prior to submission of the bids.

The Bank reserves the right to accept or reject any or all applications and qualify or disqualify any or all applicants without giving any reasons. The Bank will not entertain any claim for expenses in relation to the preparation of RFP submissions.

## 1.2 Abbreviations

AMC	Annual Maintenance Contract
AML	Anti-Money Laundering
ATM	Automatic Teller Machine
ATS	Annual Technical Support
BG	Bank Guarantee
CBS	Core Banking Solution
DD	Demand Draft
FMS	Facility Management Services
IT	Information Technology
LAN	Local Area Network
LOI	Letter of Intent
NEFT	National Electronic Fund Transfer
PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
RTGS	Real Time Gross Settlement
SLA	Service Level Agreement

## 1.3 Preamble

The Assam Cooperative Apex Bank Limited is inviting eligible bidders for selection of System Integrator for support, management & maintenance of IT infrastructure & connectivity at DC, DR, HO & branches.

## 1.4 The Bid System

This RFP is a Two Bid system. The Bidder is required to submit a sealed Technical Bid as per RFP, and a sealed Commercial Bid and enclosing both the bids (Technical & Commercial) in another sealed cover along with soft copy of same (CD) in the respective envelopes.

## 1.5 The Schedule of Dates

The schedule of dates for this RFP and other important information are as follows: -

Activity	Date and Time
RFP availability at bank's website	06/11/2024, 14:00 hours
Last date of seeking Request for Clarifications through email if any	12/11/2024, 16:00 hours
Date of Pre-bid meeting	18/11/2024, 12:30 hours
Deadline for submission of Bids	03/12/2024, 14:00 hours
Opening of Technical Bids	03/12/2024, 15:30 hours
Opening of Commercial Bids	Will be intimated to the eligible bidders
Cost of the RFP document (Non-Refundable) by Demand Draft	Rs. 10,000 /- + Rs. 1800 /- (GST) = 11,800.00 (Rupees Eleven Thousand Eight Hundred) in the

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	form of DD from any of the Nationalized Bank in India be in the favor of “Managing Director, The Assam Co-operative Apex Bank Ltd.,” payable at Guwahati
EMD	Rs. 10,00,000 (Rupees Ten Lacs) only EMD in the form of Demand Draft in the favor of “Managing Director, The Assam Co-operative Apex Bank Ltd.,” payable at Guwahati  The EMD of the unsuccessful bidder will be refunded after acceptance of the order by the successful bidder.  The EMD of successful bidder will be refunded after submission of 10% performance bank guarantee as contract performance guarantee to the Bank.
Performance Bank Guarantee	The successful bidder has to submit a performance bank guarantee 10% of the total project cost on a yearly reducing balance as contract performance guarantee for entire tenure of the project as per Annexure 9.9
Address for Tender Submission	Mr. Dharmendra Kumar, The Assam Cooperative Apex Bank Limited, Head Office, 151, Hem Barua Road, Panbazar, Guwahati, Assam – 781001, India
Bank’s email for submission of queries	<a href="mailto:it@apexbankassam.com">it@apexbankassam.com</a>

The above dates are likely to remain unchanged. However, Bidders should check website ([www.apexbankassam.com](http://www.apexbankassam.com)) regularly for any changes/addendums to the above dates and/or any other changes to this RFP. Bidders are required to confirm with Bank the time & venue one day prior to any of the above scheduled event.

The Bidder is required to submit the Tender Fees worth INR 11,800.00 (Rupees Eleven Thousand Eight Hundred) only vide Demand Draft on or before the pre-bid Meeting as mentioned above. Only those Bidders who have submitted the tender fees will be allowed to participate in the pre-bid meeting.

Eligibility cum Technical bid will be opened, in the presence of the bidder’s representatives who choose to attend the opening of technical bid. No separate communication shall be sent in this regard.

All bids must be submitted at the same time giving full particulars in separate sealed envelopes at the Bank’s address along with soft copy submission within the time period specified as above.

Each bid must be accompanied by a bid security (EMD) as specified in the RFP and must be delivered during office hours at the above address on or before specified date and time indicated above.

No further discussion/interface will be granted to Bidders whose bids have been technically disqualified.

Non attendance at the Bid opening will not be a cause for disqualification of a Bidder.

The Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.

## 2. Additional Information

### 2.1 A Brief Profile of the Assam Co-Operative Apex Bank Ltd.

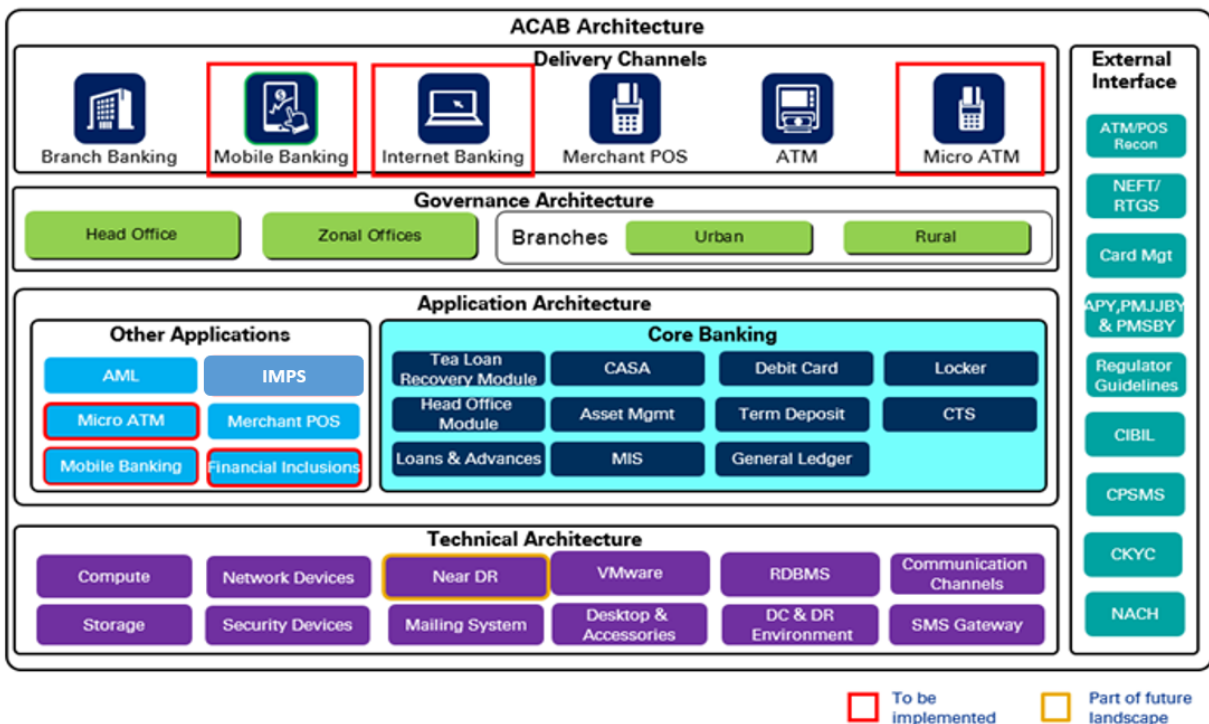
The Assam Co-operative Apex Bank Ltd. (ACAB) was established in 1948. Since then, the Bank has developed and expanded its activities / operations and has grown in manifolds. The Bank has a wide network of 67 branches, spread throughout the state providing effective banking products and other related services to the general public of Assam.

The Assam Co-operative Apex Bank Ltd (ACAB) as a pioneer in Banking in Assam, has taken banking to the doorsteps of the people of the State and has been able to nurture and develop banking habits among the people. This has changed the saving habit of people from the traditional methods to the modern banking facilities to earn remunerative returns for their savings invested with the Bank and utilize various attractive and innovative banking products offered by The Assam Co-operative Apex Bank Ltd. (ACAB).

### 2.2 Present Status

- i. The core infrastructure for the CBS of The Assam Cooperative Apex Bank is hosted at the Bank's DC (Guwahati) and DRC (Kolkata).
- ii. The DC is situated at ACAB's own premises in Guwahati.
- iii. The Bank's DR is located at Ultadanga, Kolkata which is managed by STT Global Data Centres India Private Limited.
- iv. Bank's DC & DR have 3 nos. of MPLS connectivity from BSNL, Airtel and TATA.
- v. The Bank's 67 branches/locations have BSNL-BBoVPN as primary and Airtel as 1st backup link.
- vi. Bank has also launched ATM services and is using the EFT switching services of M/s InfracsoftTech. So far Bank has installed 30 ATMs at various branches in the state.

### 2.3 Current Technological Landscape of the Bank



### 2.4 Present inventory Details

The list of below hardware/solutions are presently in use and some of these are being replaced with new technologies/components. The new components will be supplied and implemented by Bank's finalized vendor as part of separate RFP process. The bidder shortlisted as part of this RFP will be responsible for support, configuration, management & maintenance of these components for the tenure of the project (5 years post taking



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handover). The bidder will have to support, configure & manage all these hardware/solutions and any additional hardware/solution procured by Bank during the contract tenure. The AMC/ATS for these hardware/solutions will be procured by Bank separately and bidder needs to coordinate with Bank's appointed AMC/ATS vendor for L3 issue resolution and follow-up till closure.

Sr No	Item	Details	DC Qty	DR Qty
1	VM Server	HP DL580 Gen9	4	3
2	DB Server	PROLIANT DL 560 G10	2	2
3	ATM Server	PROLIANT BL 460 G8	2	2
4	Test / Backup / Management	PROLIANT BL 460 G9	3	2
5	Blade Chassis	HP BL C7000	1	1
6	VM Storage	HPE 3PAR StoreServ 7200c	1	1
7	D2D	HPE StoreOnce 5100	1	0
8	CBS Storage	HPE 3PAR 8400	1	1
9	Tape Library	HPE MSL4048 0-Drive Tape Library	0	1
10	NAS Storage	HP StoreEasy 1640	1	1
11	SAN Switch	HPE SN3000B 24/24 FC Switch	4	4
12	EMS	Microfocus EMS	1	
13	Microfocus Data protector	HPE Data Protector per TB for 10-49 TB Full Backup Capacity Software E-LTU --- TF542AAE	-	
14	Core Router	HP MSR50-40	2	2
15	Internet Router	HP MSR30-40	2	2
16	VPN Router	HP 6602(VPN)	2	2
17	ATM Router	HP MSR20-10	2	2
18	PMO Router	HP MSR3012	1	
19	Branch Router	HP MSR1002-4	2	
20	Branch Router	HP MSR20-40	68	
21	Branch Router	HP MSR2003 AC Router	4	
22	Server Farm Switch	HP 7506	2	2
23	Management Switch	HP E5406 zl	2	2
24	DC Internal Switch	HP 5120-24G EI	6	6

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25	Branch Switch	HPE 3100 24 v2 E	73	
26	HO Switch	HPE 3100 24 v2 E	5	
27	Perimeter firewall	FortiGate 200F	2	2
28	Internal firewall	Check Point 5600	2	2
29	ATM firewall	Sophos XG 230	2	2
30	Antivirus Solution	Kaspersky Endpoint Detection and Response Optimum	-	

### 2.5 Data Center, Guwahati Environmental Components

The details of the environmental components of the Data Centre, Guwahati are given below:

**Physical Build:**

- The Data Centre (DC) is situated inside the ACAB Head office on the second floor of the building and the server room area is approximately of 400 sq. ft.
- The Data Centre has a separate Server room of 300 sq. ft. & UPS room 100 sq. ft.
- The Data Centre is having proper raised floor of 1.5 ft. & false ceiling of 8 inch and the load bearing capacity of the DC is approx. 400 kg/ sq. mtr. The distance between raised floor & false ceiling is around 8 ft.
- The Data Centre Server room & UPS room are separated from rest of the area using fireproof wall and fire rated metal door & glass windows.
- The DC is maintained by SI and there is adequate number of earthing pits which are maintained regularly.
- All electrical equipment at DC should be maintained by the bidder.

**Systems:**

- The physical entry to the Data Centre is secured by Access Control System having proximity card & keypad.
- CCTV has been deployed for surveillance.
- The DC has 2 no. of Precision AC which is used alternatively. Presently temperature of 21 degree C and 56% humidity is maintained inside the DC.
- The copper & fiber connectivity cables are mostly laid through the raised floor in structured manner on most occasions.
- The power supply to the Data Centre server room is from 2 no. of 30 KVA UPS from Emerson which presently have a load of approx. 3 KVA on each UPS. The power supply to the PMO is from 2 no. of 10 KVA UPS from Emerson which presently have a load of approx. 3 KVA on each UPS.
- The Data Centre is presently hosting 4 no of 42U rack which has at least 26 U of free space available for additional hardware to be placed in future.
- 1 no of 100KVA generator is dedicatedly for the DC operations.
- The power supply to the racks is through industrial power socket from 2 different UPS.
- Presently all the DC subsystems are under AMC with the existing SI.
- The DC is also having the below mentioned system installed → Fire Detection & Alarm System || Inert gas-based Fire Suppression System || Water leak Detection System || Rodent Control System || Comfort AC for UPS room and Data Centre common area.

Bidder will have to provide AMC/ATS, support and manage all the solutions mentioned below and replace whichever required during the tenure of the contract.

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Sr No	Item	Details of the existing solution	Qty	Remarks
1	IT Department CCTV	Trueview	4	Bidder to provide AMC/ATS, support and manage
2	DC & PMO Infrastructure	Power cabling, LAN cabling	Actuals	Bidder to provide maintenance support and manage
3	DC Generator	100 KVA Genset	1	Bidder to provide AMC/ATS, support and manage

Bidder will have to replace the solutions which are mentioned below:

Sr No	Item	Details of the existing solution	Qty	Remarks
1	DC BMS System	EBI – 410.2 Software, XLS – 200 Fire Alarm Panel, XL-28-IPC (BMS), VESDA (Very Early Smoke Detection Apparatus), WLD (Water Leakage Detection), RODENT, CCTV (DVR) Make: Honeywell	1	Bidder to replace with equivalent or higher version of the existing solution
2	DC Access Control	Make: Honeywell	1	Bidder to replace with equivalent or higher version of the existing solution
3	DC CCTV	2 MP, Dome Camera Make: Honeywell	Existing no of Qty:3 Required no of Qty: 4	Bidder to replace with equivalent or higher version of the existing solution
4	DC 30 KVA	Load 24kW, Input Voltage 380/400/415V (+15/-15%) - 3Ph - 3w, Output Voltage 380/400/415V-3Ph-4w Make and Model: Emerson 7400M	2	Bidder to replace with equivalent or higher version of the existing solution
	Battery details	12V, 100 Ah	68	Backup of the proposed UPS solution should be 4 hour
5	PMO UPS 10 KVA	Load 8kW, Input Voltage 400/415 Vac, Output Voltage 220/230/240 Vac, 1 Phase Make and Model: Emerson S410D	2	Bidder to replace with equivalent or higher version of the existing solution
	Battery details	12V, 65 Ah	26	Backup of the proposed UPS solution should be 4 hour
6	PAC	Emerson PEX 125 FA ICOM	2	Bidder to replace with equivalent or higher version of

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				the existing solution
7	AC (PMO & UPS Room & Corridor)	<ul style="list-style-type: none"> <li>AC at PMO – Carrier (1 no – 2 ton) &amp; Bluestar (1 no – 1 ton)</li> <li>AC at UPS Room – Carrier (1 no – 1.5 ton) &amp; Voltas (1 no – 1.5 ton)</li> <li>AC at Corridor – Voltas (2 nos – 1.5 ton)</li> </ul>	6	Bidder to replace with equivalent or higher version of the existing solution

Instructions to Bidders for the solutions to be replaced:

- Bidder to submit MAF and datasheet for each of the proposed solutions (other than ACs mentioned in SI No 7 of table above) from the OEMs.
- The solutions proposed by the bidder should have been implemented in DC or DR of at least 2 Banks/BFSI/PSU/Private Sector in India and running satisfactorily as on date of bid submission. Bidder needs to submit credentials from the clients in the form of purchase orders/contract agreement/credential letters, etc. Credentials from solution OEMs will also be accepted.
- All the procured solutions should have 3 years in built warranty with 2 years ATS/AMC.
- The solutions proposed by the bidder should not attain End of Support within the next seven years from the date of delivery. In case any solution is found to be End of Support within the period, the bidder should be liable to replace the solution with its upgraded version free of cost to the Bank.

### 3. Detailed Scope of Work

The detailed scope of work is described below, and the bidder should go through all the requirements in detail. The bidder should propose a complete solution which takes into account all business requirements of the Bank. The Bank reserves the right to change the scope considering the Bank's requirements.

- The broad overview of the overall scope is given below:

Sl. No	Component	Scope of Work
1	DC & DR Space and environment (Existing DC & DR to be maintained)	<ul style="list-style-type: none"> <li>Upgradation/Replacement of required components, AMC &amp; maintenance of in-house DC at ACAB HO.</li> <li>Maintenance of DR presently co-hosted at STT Global Data Center at Kolkata. The rent of DR will be paid by Bank directly &amp; Bidder only needs to maintain the H/w &amp; coordinate with Colo provider.</li> </ul>
2	DC & DR Servers, Storage, other components	Configuration & maintenance of existing & new devices procured by Bank during contract tenure. AMC of hardware will be separately taken by ACAB.
3	DC & DR Network & Security solutions	Configuration & maintenance of existing & new equipment/solution procured by Bank during contract tenure including but not limited to PIM, DLP, SIEM Collector, SDWAN etc. AMC of hardware will be separately taken by ACAB.
4	Connectivity at DC, DR & Branch	Bidder will have to coordinate with link providers from DC, DR & branch end for configuration/resolution of any issues.
5	Branch application support	Bidder will have to coordinate with application team if required.

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6	Maintenance Support of all branch hardware including PCs, UPS, Printers etc. at branches, Zonal office & Head office	Configuration & Support for all branch hardware. AMC of hardware will be separately taken by ACAB.
7	Maintenance including replacement of ACs of Project Management Office, Passage and UPS room	To be provided during contract period. AMC to be provided by Bidder.

b. Bidder will be required to provide the following services during the contract period of 5 years:

- i. Hardware management
- ii. System Administration
- iii. Integrated customer support
- iv. Helpdesk management
- v. IT Services
- vi. Problem resolution & coordination services
- vii. Data Replication services
- viii. Data Recovery services
- ix. Active Directory, Antivirus, HIPS etc. configuration and management
- x. Coordination with application, Hardware, SoC & link providers for troubleshooting, implementation & AMC/ATS support
- xi. Software distribution
- xii. Infrastructure Software Maintenance
- xiii. Implementation, Operational, Management, Maintenance services
- xiv. Enhancement / Customer services
- xv. Infrastructure Software Support
- xvi. Security Management (IT)
- xvii. Log analysis and monitoring
- xviii. DC / DR LAN and Server Administration
- xix. Maintenance of LAN in branches
- xx. Bank wide Corporate Network Monitoring
- xxi. Data Centre (On premises) & Disaster Recovery Site Management
- xxii. Data Space Management
- xxiii. Data Backup & Recovery of shared Management
- xxiv. Perform Installation, Backup & Maintenance for Database (Not required for CBS Database)
- xxv. Operations Management
- xxvi. Infrastructure Application Management
- xxvii. Software updates, patch management, security updates, data updates
- xxviii. Perform new version porting, Migration & Testing services
- xxix. Perform quarterly DC – DR Drill
- xxx. The data archival / purging
- xxxi. End to End solution availability at Branches, HO, DC, DR with at least 99.982% uptime at DC & DR.

c. The existing & proposed application/solutions are to be implemented/migrated/maintained in the DC & DRC as per the table mentioned below-

Application	Deployment Mode		Remarks
	DC	DRC	
CBS, AML & other banking applications/interfaces	High Availability	High Availability	The CBS, AML & other banking application/interfaces will be supported by OEM (InfrasoftTech) directly but the hardware, network, OS etc. has to be managed/maintained by bidder.

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Application	Deployment Mode		Remarks
	DC	DRC	
HRMS	High Availability	Standalone	The HRMS application will be supported by OEM (P2B) directly but the hardware, OS etc. has to be managed/maintained by bidder.

- d. Facilities Management is a very critical part of the Core Banking Solution (Management/ Maintenance/ Technical Support etc.) and would be essential for success of the project. It is the responsibility of the bidder to ensure facilities management is provided to the Bank. The Bank will not accept any request in future for omission of such critical services.

S.no	Function	Description	Resource Level	Resource/ Shift	Minimum Shift	Qty
1	Technical Lead – Infrastructure	DC	NA	1	1	1
2	L1/Helpdesk- Application & Infrastructure	DC	L1	2	3	6
3	L2 – Compute & Storage Management	DC	L2	1	2	2
4	L2 – Network & Security Management	DC	L2	1	2	2
5	L2 – Infrastructure Management	DR	L2	1	2	2
6	Site Engineer (Posted in RO)	RO	L1	5	1	5

- e. The Bank will not take any responsibility of any assumptions made by the bidder. It is the responsibility of the bidder to ensure successful implementation of the proposed solution. The bidder is also responsible for the accuracy of the bid and Bank is not liable for any errors or assumptions made by the bidder. The bidder should ensure:
- i. Use of proven products and technologies in the project
  - ii. Scalability
  - iii. Flexibility
  - iv. Interoperability - Open architecture solutions such as XML, LDAP and SOA etc.
  - v. 24 x 7 Availability
  - vi. Reliability – Maintain data integrity and support business continuity.
- f. Bidder should ensure implementation of proposed products as per the scope of work.
- g. Bidder should maintain the DR facility, which is located at STT Global Data Center, Kolkata. The rent of DR will be paid by Bank directly to STT Global and bidder to only maintain the Hardware/solution hosted in DR and do the required coordination with STT Global on behalf of ACAB.
- h. Bidder must submit complete technical architecture during implementation and half-yearly basis post implementation which covers proposed solutions. The Technical Architecture should specify -
- i. Data Architecture

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- ii. Infrastructure (Hardware/Security/Network)
- i. WAN & NOC Management
  - i. The bidder will be required to liaise, monitor & manage all the WAN networks including the replication (CBS DB replication will be maintained by CBS application provider) & internet links of the Bank at DC & DR as proposed by the bidder. Bidder is also required to propose the required bandwidth at branches/offices, DC & DR for running the private WAN network of the Bank. Bank will accordingly provision the links directly or through a separate RFP process. The Bank's 67 branches have BSNL-BBoVPN as primary, Airtel 4G as 1st backup link. Proposed SD-WAN solution will also be under maintenance of bidder along with any new links/hardware implemented during the project tenure.
  - ii. Bidder should suggest in regular intervals if up gradation/down-gradation is required in the existing/new data links of ACAB including but not limited to the WAN links, DC-DR replication links, Internet link etc. Bidder should co-ordinate with the service providers on behalf of ACAB for up gradation/ commissioning/ maintenance/integration of all ACAB data links provided & managed by the bidder. Bidder is also supposed to suggest any bandwidth upgradation/ downgradation requirement for DC-DR replication links to maintain RPO & RTO.
  - iii. The bidder should ensure the required SLA are being monitored & maintained for the Data Centre.
  - iv. There should be end-to-end IPSEC encryption over the WAN network between Data Centre/DR, Branches & Regional offices.
  - v. The bidder should provide the structured cabling for the routers and other equipment at DC and DRC.
  - vi. Preventive maintenance will be within scope of NW hardware at DC & DR and branch network rack of the Bank. Preventive Maintenance should be carried out at frequent intervals but should not be less than once in a quarter and in the branch once in every six months.
  - vii. Bidder is expected to have complete responsibility of the network and will be responsible for uptime and other related service levels at DC & DR. The bidder will liaise with the bandwidth service providers on behalf of Bank for the DC & DR links.
  - viii. In future the Bank may at its discretion procure new WAN links from ISPs of its choice and replace/add to the running links. In such circumstances, the bidder will coordinate with the new service provider and integrate the new link(s) with CBS as well as other surrounding solutions.
- j. Bidder should conduct quarterly successful DR drills and submit the detailed DR drill report to Bank within 7 days of completion of DR drill.
- k. Bidder is required to perform the following activities to maintain the existing ACAB Data Center (DC) environment & PMO office situated in Guwahati.
  - i. Bidder is required to maintain & support all the devices & solution presently installed at the DC & DR.
  - ii. Bidder to ensure that all the devices & solution are under AMC during the entire contract period.
  - iii. Bidder is also required to provision storage space to store 3 months of CCTV footage of Data Center and provision additional hardware if required.
  - iv. Bidder is required to maintain & support all the existing devices & solution presently installed at the DC & PMO. In case additional hardware/solutions are implemented by Bank during the contract period the same must be supported by the bidder without any extra commercials.
  - v. Bidder should ensure that all the devices & solution are under AMC during the entire contract period.

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- vi. Bidder should also arrange the pollution control certification & other clearance from govt. authorities for Generator sets & other BMS components during the contract period at no extra cost to the Bank.
- vii. Bidder is required to conduct periodical maintenance activities like pest control, rodent control, cleaning etc. of the DC & PMO.
- viii. Bidder should do the maintenance of electrical infrastructure and LAN of DC and PMO.
- ix. Bidder is required to properly earth the UPS in all the branches. There should be separate earthing for Electrical and Network equipment. The bidder shall also repair the existing power earth(s), if any, and make sure that the existing earth is working properly. Maintaining the earthing of the UPSs will be the sole responsibility of the bidder.
- x. Bidder to provide new chemical earthing at each branch & head office for the IT components along with maintenance during the contract tenure.
- xi. Bidder is required to provide the OEM Service support documents on yearly basis.
- l. Bidder needs to buyback the obsolete Data Center Environmental components and the commercials has to be provided separately in the Commercial Bill of Material.
- m. Bidder is required to configure, manage & maintain all the ACAB hardware (including branch UPS, router, switch, BSNL modem, etc.) for DC, DRC & branches. Bidder is required to configure, manage & maintain new additional hardware if procured by bidder for the entire contract period.
- n. This activity will cover the migration from ipv4 to ipv6 for the entire infrastructure of the Data Center, Disaster Recovery Center covering all the equipment and connectivity links. Bidder to ensure that the branches are able to access the DC & DR application & infrastructure through existing ipv4 addressing scheme. Bidder will be responsible for ipv6 compliance for the entire infrastructure of the Data Center, Disaster Recovery Center covering all the equipment and connectivity links.
- o. Application Management Services for application procured from bidder: -
  - i. Bidder is required to provide application management services as per the defined scope and the corresponding SLAs.
  - ii. Bidder is required to provide application management services for new proposed infrastructure applications which are being supplied by bidder.
  - iii. Bidder should be able to synchronize Application Management with IT infrastructure management. Deliverables for Application support should include:
    - a) Performance Monitoring & Management of in-scope application.
    - b) Installation & configuration of in-scope application
    - c) High availability installation & configuration
    - d) Infrastructure Application Patch management and version control.
    - e) Capacity Management.
    - f) Deployment of objects in Application server.
    - g) Trouble shooting Application server product related issues
    - h) Troubleshooting Patch Management.
    - i) Configure and use monitoring tools provided for Application Server.
    - j) Un-installation and reinstallation.
    - k) Replication of all the applications/modules running at DC with DRS.
    - l) Manage and monitor replication process between DC-DR.
    - m) Service Improvement Plan (SIP) & performance management.
    - n) Vendor management (Logging a call with product Vendor and follow-up)



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- o) File Level Backup for Application Server
- p) Backup & restoration management of application server.
- q) User management
- r) Support to known errors and problems
- s) Monitor web / Application server availability
- t) Perform quarterly DC – DR drills
- u) Monitor alert notifications, checking for impending problems, triggering appropriate actions.
- v) Provide ATS support for in-scope applications.

Bidder is expected to provide relevant reports for the previous month in the 1st week of every month and same needs to be jointly reviewed by bidder and Bank in next 3 working days. The reports should be benchmarked against the Service Levels defined in Service Level Agreement, and penalty should be calculated based on the level of deviation from Service levels agreed. The bidder is required to submit the list of reports to track performance on service levels for all managed services under scope of this tender.

p. Domain Services

- i. ACAB has identified number of domain services to support business operations. Bidder is expected to provide support for these domain services as per the defined scope and the corresponding SLAs.
- ii. The following table presents an overview of the services to be provided by bidder under domain services, on an ongoing basis for the duration of the contract. Bidder is expected to adhere to IT Service Management (ITSM) processes based on IT Infrastructure Library (ITIL) framework for all the services:

Domain Services	Description
<b>Database Management</b>	The provisioning, maintenance and support of database hardware and software as well as monitoring, access management, backup and recovery and ad hoc support
<b>Server Management Services</b>	Monitoring and management of computing platforms on which utilities and applications are hosted
<b>Network Management Services</b>	Monitoring and management of network infrastructure including links and its related services at DC & DR including all alternate delivery channels.
<b>Storage Management Services</b>	Monitoring and management of the enterprise storage environments within ACAB. This also includes storage area networks (SANs) and storage on distributed file servers.
<b>Backup and Restore Management Services</b>	Management of backup facilities within ACAB, including the mechanics of Disk-to-Disk backup, such as storage management, Disc collection for off-site storage, handover of Disc to Bank's resources for offsite storage and retrieval of Disc from Bank's resources in the event that restoration of historical data is required.  Bidder shall be responsible for taking centralized backups from DC and DR for all the servers hosted at DC & DR.

q. Database management

The scope of the database management services includes all data and database management activities on the production, non-production and disaster recovery environment that will be included as part of this service. The expected database management services can be further defined by the following high level service requirements:

Service Requirements	Description
<b>Build, Installation</b>	Definition/Installation/Creation of databases with suitable hardening procedures as per Bank's policy

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<b>Database Performance Management</b>	Fine tune and resolve performance issues through performance tuning and optimizations.
<b>Database Capacity Management</b>	Estimate & recommend database requirements based on performance and business projections
<b>Monitoring and administration</b>	Provides the required operational support to monitor ACAB database environments
<b>Backup and restore</b>	Refers to the successful backup and restoration of the database instances as defined by ACAB policy
<b>Access management</b>	Management of the granting, removal, monitoring and editing of access rights allocated to the database environments
<b>Database ad hoc support</b>	Processes to perform database upgrades, performance tuning and repairing a database
<b>DC and DR testing</b>	Create, Implement, and validate database recovery solutions. Support during DR testing and during actual DR situations

r. Server management

The expected server management services to be provided across can be defined by the following high level service requirements:

<b>Service</b>	<b>Description</b>
<b>Installation and configuration services</b>	Refers to the appropriate installation and configuration of the server environment as per industry best practice as well as Bank's policy requirements.
<b>Monitoring operations</b>	Provides processes and procedures to monitor the server environment to ensure that the appropriate monitoring, reporting and maintenance activities occur.
<b>Operating system support</b>	Provides for operating systems and related software configurations. The service also consists of ongoing processes to maintain supplier supported operating platforms for preventive software maintenance services. This includes services such as: <ol style="list-style-type: none"> <li>1) Software configuration management</li> <li>2) Software upgrades and patch management</li> <li>3) Software release management</li> <li>4) Software optimization, tuning and preventative maintenance</li> </ol>
<b>Hardware support</b>	Provides the services and methodologies that will be used by the bidder to support the Bank's server requirements. This service consists of the following components: <ol style="list-style-type: none"> <li>1) Hardware installation and configuration</li> <li>2) Hardware environment support</li> <li>3) Hardware preventative maintenance</li> <li>4) Hardware refresh</li> </ol>
<b>Operating system security administration</b>	Operating system security administration provides the processes to manage access to client assets at an operating system level. This security service provides the management of user login ids and their access rights to system level resources, as well as maintaining server level security parameters and security product options. This section describes the various actions to be taken as part of the Security Administration Service, as well as what is needed on behalf of the client in order to provide these service levels.
<b>System vulnerability management</b>	Vulnerability management consists of preventative and detective services to identify vulnerabilities as they emerge; to prevent those vulnerabilities from affecting the in-scope systems; to detect when an in-scope system has been

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<b>Service</b>	<b>Description</b>
	affected; and to cure those affected systems. Vulnerability management consists of both Vulnerability Alert management and Vulnerability Scanning processes. Vulnerability Alert management is the preventative process that collects known vulnerabilities and prioritizes vulnerabilities based on associated risk.
<b>Operating system security event logging</b>	Operating system security event logging is a detective control that enables the recording of security events on system hosts based on pre-set parameters. The administrative tool's logging function is enabled, and the security events are retained in a record for future review.
<b>Performance and capacity management</b>	Consist of the support processes to collect, monitor, and analyse system performance information, for processor usage, input/output (I/O) throughput activity, disk usage, and memory usage.
<b>Scheduling and monitoring</b>	Scheduling and monitoring process consists of those specific tasks associated with administering the automated scheduling system to provide the tools and processes necessary to support a scheduling and monitoring processing environment.
<b>Failover management</b>	Provides for the automated recovery of the critical workload on the server environments in the event of an outage of primary server and / or a disaster. Bidder is required to prepare documentation of a written recovery plan for the server environments for auto failover.

s. Network Management Services

The network management services refer to all processes, procedures, policies and activities required to be performed by Bidder in order to ensure that the final network services are provided in accordance to the service levels required by the Bank. In several instances the services are implied as part of the end service required (e.g. capacity management as part of maintaining the network's availability) and therefore the scope of services is not necessarily limited to what is only stated in this document. What has been provided rather states the types of services expected as part of managing the network environment. It is expected that Bidder would adopt relevant corporate and industry best practices in managing the required network services. The following are therefore high-level definitions of the type of services required by the Bank:

<b>Service</b>	<b>Description</b>
<b>Planning and design</b>	Management of the network design and planning process to ensure that the Bank's network operates in a secure, effective and sustainable manner.
<b>Configuration</b>	Process of organizing and maintaining network information to streamline the process of maintenance, repair, expansion and upgrading.
<b>End to end network monitoring</b>	Continuous monitoring of DC, DR and branches/offices including all alternate delivery channels, network & security equipment and links for slow or failing components and notification to the network administrator(s) in cases of failure / outages. This has to be done through proposed EMS solution.
<b>Performance and capacity management</b>	Process of determining the network resources required to provide higher availability, including unscheduled down time, and performance.
<b>Security management</b>	Provision of the required security management controls across DC, DR & branches/offices including all alternate delivery channels. <ol style="list-style-type: none"> <li>1) Security policies and procedures for LAN &amp; WAN network technology and equipment;</li> <li>2) Logical network perimeter access controls;</li> <li>3) Access authentication (domain access);</li> </ol>

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<b>Service</b>	<b>Description</b>
	4) Roll-out, patch, vulnerability, upgrade and maintain the network infrastructure and relevant software in line with Bank's security policy and industry best practices; and 5) Management of all in-scope & supplied network & security equipment.
<b>Administration</b>	Various operational tasks to ensure that the network runs smoothly and efficiently.
<b>Fault management</b>	Detection, isolation and resolution of network issues and incidents to ensure that the network is operating at an optimum level.
<b>Availability management</b>	Design, implementation, measurement and management of IT services to ensure the business requirements for availability are continuously met.
<b>Maintenance</b>	Maintain the status of the current network/proposed network

t. Storage Management Services

Storage and data consist of a system managed storage strategy that enables all data to be managed individually and automatically by the system. Within the system managed storage environment are both online and removable storage media, commonly referred to as disks and tapes. ACAB requirements for data availability, accessibility, performance, and retention can be accommodated at the data set level and used by the system managed storage environment to select the correct media.

The expected storage and data management services can be further defined by the following high level service requirements:

<b>Service Requirements</b>	<b>Description</b>
<b>Mirroring</b>	Includes the management of the SAN environment to ensure the availability, integrity and redundancy of ACAB's storage environment across DC & DR.
<b>Configuration</b>	Process of organizing and maintaining storage information to streamline the process of maintenance, repair, expansion and upgrading.
<b>End to end storage monitoring</b>	Continuous monitoring of a DC & DR Storage Equipment notification to the administrator(s) in cases of failure / outages.
<b>Archiving</b>	Assist in implementing and maintain ACAB's archive strategy as part of ensuring effective usage of storage resources.
<b>Media management</b>	Management of the associated media and peripheral equipment used for data storage.

u. Backup and Restore Management Services

Bidder shall define data backup and recovery requirements. These requirements should cover the following at a minimum:

- i. Identify the data backup technique which best suits the needs of ACAB for each application / server.
- ii. Install, configure, test and manage any tools that may be required for data backup and recovery, such as those for writing the same data to multiple storage devices at the same time.
- iii. Restore data to the database, as appropriate while ensuring that there is no loss of information / data.
- iv. Development of procedures and templates. Periodically conducting restoration drills, recording the results and reporting the results to ACAB.

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- v. Execute backup and recovery procedures.
- vi. Restore required files and data sets.
- vii. Performing mock system failure and then data restoration drills on periodic basis
- viii. The Backup window should be 2 hours and restoration window should not be more than 4 hours.

v. Cross Functional Services

Over and above the defined scope of services within the Domain Services, Bidder should provide the IT support service management activities required to effectively manage the services required in a consistent, efficient and reliable manner and meet the desired service levels.

The Cross Functional Services are mentioned below:

<b>Service</b>	<b>Description</b>
<b>Performance measurement and reporting</b>	Ensuring that appropriate performance measurement tools and processes are in place that can produce the required reporting on all IT services within the scope of Bidder. Bidder will also be required to adopt a collaborative approach in order to ensure that end-to-end reporting can be achieved through consolidating the relevant reports.
<b>Incident management and IT Infrastructure Support Services</b>	Incident management refers to an unplanned interruption to an IT Service or a reduction in the Quality of Service. The objective of incident management is to restore normal operations as quickly as possible with the least possible impact on either the business or the user. All 1 <sup>st</sup> & 2 <sup>nd</sup> level support will be Bidder's responsibility. Bidder should also take into account that a 24x7x365 support service is required. Bidder will raise tickets with respective OEMs & track the same till resolution for level 3 support as Bidder will be fully accountable for the Level3 support.
<b>Asset and Configuration management</b>	Provision and management of the IT assets and inventory across the lifecycle from acquisition to disposal. An accurate record database of the ACAB asset environment should be maintained & be made readily available to ACAB for analysis and reporting.
<b>Change Management and Release Management</b>	Change Management will protect the production environment and its services. All changes to Configuration Items must be carried out in a planned and authorized manner. This includes identifying the specific Configuration Items and IT Services affected by the Change, deploying the Change, testing the Change on UAT environment, and having a roll back plan should the Change result in an unexpected state of the Service. Release Management will take a holistic view of a Change to an IT service and to verify that all aspects of a Release, both technical and non-technical, are considered.
<b>Service Management Level</b>	Service Level Management will maintain and gradually improve business-aligned IT service quality through a constant cycle of agreeing, monitoring, reporting, and reviewing IT service achievements and through instigating actions to eradicate unacceptable levels of service
<b>Security Management</b>	Security Management will ensure compliance to security policies, contractual requirements, regulatory/statutory requirements, and as expressed in the Service Levels
<b>Patch Management</b>	Provide patches management services for in-scope infrastructure at DC/DR/Branches/HO/other offices
<b>Software License Management</b>	Manage compliance with all Software/Database licenses by monitoring and auditing all Software use, regardless of financial responsibility for the Software.

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<b>Service</b>	<b>Description</b>
<b>Vendor Performance Management</b>	Monitor and analyse the performance of each vendor (appointed by ACAB) associated with and responsible for a part of the overall Technology Solution deployed by ACAB
<b>IT service continuity and Disaster Recovery</b>	Supporting disaster recovery activities in scenario of a disaster and to keep the ACAB disaster recovery plan up to date

w. Performance measurement and reporting

- i. The service provider will be required to provide reports on a regular basis relating to the performance and quality of the IT services provided and the performance of the service being delivered.
- ii. It will be expected that bidder shall be proactive in identifying opportunities for improvements in the delivery of the service.

<b>Service Requirements</b>	<b>Description</b>
<b>General Performance Management</b>	Assess and publish matrix on the quality of services being provided.
<b>Reporting</b>	Provide Performance management reports to the Bank as per the mutually agreed periodicity for reports

Bidder is required to perform the performance analysis of the in-scope CBS servers, storage and Backup and database. Bidder should perform deployment architecture review, caching and compression of data at relevant components, identification of failure points and its impact on performance, backup and storage policies, CPU/Memory and disk utilization parameters, configuration analysis, analysis of IO intensive activities etc.

x. Incident Management and IT Infrastructure Support Services

Bidder should not only take precautions necessary to minimize damage from incidents and malfunctions, but also monitor and document these incidents in detail with a view to learn from them. Bidder should design and implement formal systems and procedures for detecting and reporting incidents relating to exceptional situations in day-to-day administration of the IT infrastructure. It should ensure that incidents are reported in time to enable authorities to take appropriate corrective actions to avoid the recurrence of such events in future.

y. Asset and Configuration management

Asset services to provide operating system software and hardware asset management and processes to meet business requirements. It also further provides inventory and configuration management capabilities and maintenance management. The asset and configuration management will include of IT assets of the Bank deployed at Head office, Primary Data Center, Disaster Recovery Site and branches.

z. Change Management and Release Management:

As part of the change management process bidder is expected to perform the following activities:

<b>Service Requirements</b>	<b>Description</b>
<b>Initial user request</b>	<ol style="list-style-type: none"> <li>1. In case of changes required to application software, the user shall submit the requirements to the ACAB IT Team. Bidder must populate the 'Change Requirement' form.</li> <li>2. The requirements could relate to changes required in the operational infrastructure to support new/existing requirements or frequent error messages indicating that some parts of the programs are incorrect.</li> </ol>

Service Requirements	Description
	<p>3. The requirements could relate to additional features required to be built in the system or changes forced by the regulatory body as well as suggestions from the stakeholder community.</p>
<p><b>Approval of request</b></p>	<p>1. Once ACAB provides the go ahead, Bidder along with Bidder team, shall conduct a feasibility analysis.</p> <p>2. Subject to the outcome of the feasibility study, the request shall be forwarded to the relevant team.</p> <p>3. An enterprise-wide, standard naming convention for each application's change requests must be adopted by Bidder. This naming convention should clearly and unambiguously highlight the respective application's name, module name and the version number.</p> <p>4. Bidder, should collate the relevant information to assist ACAB in analysing the Change Request based on the following:</p> <ul style="list-style-type: none"> <li>• Criticality and need for program change</li> <li>• Exploring new ways of getting the same functionality within the existing set up</li> <li>• Building workarounds</li> <li>• Effect on other modules/ menu options/ business process – Impact Analysis</li> <li>• Any possible effect on existing control procedures</li> </ul> <p>Bidder shall formally provide its recommendations to ACAB.</p>
<p><b>Documenting the changes</b></p>	<p>1. Bidder shall maintain the documentation related to the IT infrastructure and accordingly make the necessary modifications/updates as and when changes are made to programs.</p> <p>2. Bidder must ensure that the user operating manual as well as system documentation is updated on a timely basis. The responsibility of maintaining the above documents is with Bidder.</p>

aa. Service Level Management

- i. The objective of the Service Level Management process is to manage and maintain the quality of IT services delivered to ACAB's end users. The process should also seek to improve the quality of service delivered to the end users by reviewing the level of performance achieved by the IT Help Desk.
- ii. Bidder is expected to design and implement a Service Level Management process to enable both the end user and the Vendors to have a clear understanding of the expected level of delivered services by documenting these goals in formal documents.
- iii. Bidder is expected to perform the following activities in relation to Service Level Management with other IT processes:
  - a) Incident Management service assists Service Level Management by:
    - Monitoring and reporting on threshold breaches in agreements and notifying support officers when escalation and breach events occur
    - Providing information on historical data and trends
    - Providing the interface with customers on the level of services provided
    - Recording escalation actions and activities to maintain the service commitment under an SLA with the customer.
  - b) Problem Management service assists Service Level Management by:
    - Identifying the underlying cause of incidents and problems to minimize their recurrence

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- Providing statistics, trends and historical data and assisting with Service Level Management reporting.
- c) Change Management service assists Service Level Management by:
  - Providing information on the effect of changes on the IT infrastructure and the impact on service level targets before and after these changes are implemented
  - Tracking improvement in services since service levels are defined
- d) Configuration Management service assists Service Level Management by:
  - Identifying the services affected by faulty configuration implementations
  - Identifying components/functions that combine to deliver a business function/service so that underlying agreements can be set up.

**bb. Security Management**

- i. Bidder must ensure that the ongoing operations adheres to ACAB's security policy. Bidder is expected to monitor and report any deviation from ACAB's policies for the complete operations solution.
- ii. ACAB's policies are in line with global standards like ISO 27001. Audits will be conducted by ACAB (or by auditors and / or Consultants empanelled by ACAB for the purpose.) Any findings unearthed during these audits will have to be fixed by Bidder. Bidder is required to ensure anti-virus scans and updates for the in-scope infrastructure. Bidder is required to ensure anti-virus & Host IPS license renewal and maintenance of the same in client nodes & servers. Bidder to ensure that all the nodes are updated regularly, and 95% nodes are updated within 7 days of release of the patch/update by OEM. Bidder is required to send its representatives to the branch if required at no extra cost to Bank for rectifying any endpoint anti-virus and Host IPS issue.
- iii. Bidder shall define a standard operating environment for ACAB's IT infrastructure based on ACAB's security policies. It shall also ensure that the required updates are performed as necessary.

**cc. Patch Management**

- i. Bidder will be responsible for implementing patch management for in-scope infrastructure at DC/DR/Branches/HO.
- ii. Bidder shall take corrective action, as appropriate, for problems resulting from patch management (additions or upgrades) to facilitate application stability. Bidder shall monitor the asset management and software license management systems implemented at ACAB.
- iii. Patch & configuration management for end user computer/laptops and branch peripherals is in scope for the Bidder. The same will include but not limited to Operating system, browser, anti-virus, HIPS etc.

**dd. Software/Database License Management**

- i. Bidder shall perform an inventory of software licenses as of a particular date. Bidder will develop and maintain a software license inventory data base which tracks:
  - a) Whether the license has been procured by the SI or by ACAB
  - b) Whether the license comprises entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance
  - c) The authorized end users who have access to the Server resources
  - d) Expiry of licenses and contracts

Bidder is required to provide software license management for all the software in the Bank's IT landscape at DC, DR, branches, Head Office. The end user devices at these locations are out of scope for the Bidder.

**ee. Vendor Performance Management**



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- i. Bidder is expected to monitor and analyse the performance of each vendor (appointed by ACAB) associated with and responsible for a part of the overall Technology Solution deployed by ACAB. The objective is to improve operational efficiency, increase internal and external customer satisfaction and optimize resource utilization.
  - ii. In order to formalize and monitor the Vendor review process, Bidder is required to create a comprehensive dashboard that covers key activities as per the roles and responsibilities and pertinent Service Levels for each Vendor. This will enable ACAB to understand the degree of contractual compliance.
  - iii. Bidder is expected to monitor and track the Vendor activities. Bidder should provide regular updates to ACAB on the activities being carried out by the Vendors. Bidder should inform ACAB of any discrepancies observed between what was agreed upon and what is delivered by the Vendor.
- ff. IT service continuity and Disaster Recovery
- i. Bidder is required to provide IT service continuity and disaster recovery services for ACAB production environments and their associated infrastructure. The bidder must demonstrate that it will consistently meet or exceed ACAB business continuity and disaster recovery requirements. Bidder should submit Business continuity plan based on ACAB IT policy for handling Data center outages.

gg. Project Timelines

- i. The Bidder is required to adhere to the project timelines mentioned below:
  - a) On boarding of Resources
    - The Project & Team leads should be mobilized and on-boarded within 2 (two) weeks from the release of PO by the Bank.
    - The project team should be mobilized and on-boarded within 1 (one) month from the release of PO by the Bank.
  - b) Solution Implementation
    - The Bidder will deploy the resources for FMS within 8 (eight) weeks from release of PO by the Bank.
    - All proposed solution (DC renovation & Branch chemical earthing) should be deployed at DC and branches within 2 (two) months of release of PO by the Bank.
  - c) Transition Period from old support provider
    - Transition should be completed within 2 months of release of PO by the Bank.
  - d) Ongoing Operations
    - Bidder will provide support as per the scope of the document till the tenure of the contract.

S.no	Milestones	Activity	Timeline							
			2 Wk	1 M	2M	3M	4M	5M	n....	
1	On boarding of Project & Team Leads	The Project & Team leads should be mobilized and on-boarded within 2 weeks from the release of PO by the Bank.								
2	On boarding of Project Team	The project team should be mobilized and on-boarded within 1 months from the release of PO by the Bank.								
3	Hardware/Solution Implementation for DC & Branch Chemical Earthing	The proposed solution should be deployed at DC & DR within 2 months of release of PO by the Bank.								

S.no	Milestones	Activity	Timeline						
			2 Wk	1 M	2M	3M	4M	5M	n....
4	Transition	Transition should be completed within 2 months of release of PO by the Bank.							
5	Ongoing Operations	The Bidder will provide the ongoing operations support till the tenure of the contract							

hh. Bidder should note that the installation of tools must not impact the functioning of the Bank’s existing solutions.

ii. Penalty for late delivery & solution implementation:

- i. Penalty will be charged @0.5% of the value of the delayed deliverables for the per week delay in Go-live subject to maximum 10% of the order value.

**NOTE:**

- a. The Bidder to propose ATS/AMC for the 4<sup>th</sup> and 5<sup>th</sup> year as minimum 10-12% of the initial procurement cost which is industry standard.
- b. The level wise resource cost should be industry standard.

## 4. Terms and Conditions for Submission of the Proposal

### 4.1 Office Hours

The Office Hours means the office working hours of the Bank, which is 9.00 AM to 7.00 PM but L1 support will be 24 hours per day during contract tenure.

### 4.2 Due Date of the Bid

The bids shall be accepted till 2:00 PM on 03-12-2024 at the Assam Cooperative Apex Bank Head Office at Panbazar, Guwahati. Bids received after 2.00 PM on 03-12-2024 shall be termed as LATE BID and the same will not be received/ opened by the Bank.

### 4.3 Modification & Amendment of the Submitted Bids

No modification or amendment of the bids submitted will be permitted beyond the stipulated date and time of opening of the Bid.

### 4.4 Right to Accept or Reject any or All Bids

Notwithstanding anything contained in this RFP document, the Bank reserves the right to accept or reject any Bid and to annul the Bid process and reject all bids/ Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

If due to any reason the Bank is unable to select the agency submitting the lowest financial bid, then the Bank reserves the right, keeping in view the urgency of the Project, invite the next higher Bidder for further negotiations; or take any measure as may be deemed fit in the sole discretion of the Bank including annulment of entire bid process at this stage and inviting fresh Applications/ Proposals.

Further, the bids submitted may be liable to be rejected on examination on the following grounds: -

- i. It is not in conformity with the instructions mentioned in this tender document.
- ii. It is not accompanied by the requisite EMD & tender document fee.
- iii. It is not properly/duly signed.

- iv. It is received through Telex or Telegram.
- v. It is received after expiry of the due date and time.
- vi. It is incomplete including non-furnishing the required documents
- vii. It is evasive or contains incorrect and / or false information.
- viii. There is canvassing of any kind.
- ix. It is submitted anywhere other than the concerned department.

#### 4.5 Disqualification

The Bank reserves the right to reject any or all Application(s), if at any time a material misrepresentation is made or uncovered. This would lead to the disqualification of the Bidder.

Giving, offering or promising to give any gift, bribe or inducement, directly or indirectly, or any attempt at any such act by, or on behalf of, the Bidder towards any officer/employee of the Bank or to any other person in a position to influence any officer/ employee of the Bank for showing any favor in relation to this Bid process or award of the Project work or any other similar process/ contract, shall render the Applicant to such liability/ penalty as the Bank may deem proper, including but not limited to disqualification of Application, rejection of proposal, termination of the Agreement, imposition of penal damages and forfeiture of the Bid Security/ Bank Guarantee(s).

#### 4.6 Amendments to RFP

Pre-bid meeting will be held on 18-11-2024 at 12:30 PM. The bidders are welcome to submit their queries to the bank through email id [it@apexbankassam.com](mailto:it@apexbankassam.com) on or before 12-11-2024 at 4:00 PM.

At any time prior to the deadline for submission of the Bids, the Bank may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFP document by the issuance of addenda (the 'Addenda or Addendum' as the case may be). Any Addendum thus issued will be put up on record and would be deemed to be a part of the RFP. In order to afford the Bidders a reasonable time in which to take an Addendum into account, or for any other reason, the Bank may, at its discretion, extend the due date for submitting the Bids.

#### 4.7 Cost of the Schedule

Bidder is required to submit a Demand Draft of Rs. 11,800.00 (Rupees Eleven Thousand Eight Hundred) only along with the Technical and Financial Bid as a non-refundable tender document fee. The DD should be in the favor of "Managing Director, The Assam Co-operative Apex Bank Ltd.," payable at Guwahati. This is a one-time non-returnable amount. The Bid not accompanied by the tender document fees shall be termed invalid and shall be summarily rejected.

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.

#### 4.8 EMD

The Bidder is required to submit EMD of INR 10,00,000 (Rupees Ten Lacs only) in form of Demand Draft along with this bid. In case of DD, the DD should be in the favor of "Managing Director, The Assam Co-operative Apex Bank Ltd.," payable at Guwahati. The EMD of the unsuccessful bidder will be refunded after acceptance of the order by the successful bidder.

The EMD of successful bidder will be refunded after submission of 10% performance bank guarantee as contract performance guarantee to the Bank.

The EMD submitted by the bidder will be forfeited if:

- i. The bidder withdraws his tender before processing of the same.
- ii. The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" to be issued by the Bank.
- iii. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- iv. The bidder violates any of the provisions of the terms and conditions of this RFP.

#### 4.9 Contract Performance Guarantee

The successful bidder has to submit a performance bank guarantee 10% of the total project cost as contract performance guarantee for entire tenure of the project plus six months. After signing the agreement with Bank and before release of any payment the bidder has to submit this bank guarantee to Bank.

#### 4.10 Validity

The bidder shall keep the bid valid for a period of six months from the last date for the submission of bids.

#### 4.11 Extension of Validity

In case circumstances require, the Bank may request the Bidders, within the validity period of the BID, to extend the validity of the Bids for any additional periods as required.

#### 4.12 Language of the Bid

The Language of the Bid shall be English only.

#### 4.13 Currency of the Bid

All prices and monetary terms to be quoted in INDIAN RUPEES (INR) only.

#### 4.14 All Pages of the Bid to be signed in Ink

The bidder, through its official so authorized to sign the Bid, shall sign on all the pages of the Bid, except those which are printed material in the nature of annual reports etc.

#### 4.15 The Bidder to Submit Power of Attorney

The Bidder is required to submit a Power of Attorney in the name of the person duly authorized by the Bidder to sign all the Bid documents and submit the bid. In absence of any authorization, the Bid shall be termed non-responsive and invalid. The person, in favor of whom the power of attorney has been assigned, should be competent to contract and a resolution or authorization by the Board of Directors would be required to be furnished in this regard.

#### 4.16 The Bidder Required Submitting Documentary Proof

The Bidder shall be required to submit documentary proof concerning any claim of fulfillment of any criteria or any such requirement under this RFP. The bidder must also submit proof of incorporation, proof of turnover (for last four years), PAN Card, GST registration etc. as per the Technical Bid format.

The bidder has to provide all necessary documents needed for ATS, support services, AMC etc. from the OEM.

The Bidder has to execute MOUs with the software vendors.

#### 4.17 Terms of Payment

The bidder's fees will be paid as the Payment terms indicated in Section 5.

#### 4.18 Applicable Law and Jurisdiction of Court

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Guwahati (with the exclusion of all other Courts).

#### 4.19 Cancellation of Contract and Compensation

The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances: -

- i. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- ii. The bidder goes into liquidation voluntarily or otherwise.
- iii. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.

- iv. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- v. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is canceled.

#### 4.20 Time Schedule of the Project

The assignment to be finalized under this RFP is for a period of 5 (Five) years from the date of signing of agreement. The Scope of Work to be executed within this period is as per the Scope of Works at Section 3, and other terms and conditions of the RFP, as applicable.

#### 4.21 Satisfaction of the Bank

The successful Bidder has to work closely with the IT Department/Management of the Bank.

#### 4.22 Submission of Bid

The Bidder shall submit the bid in the manner prescribed hereunder: -

- i. The Bid shall be sealed and shall consist of two parts namely Technical Bid and Commercial Bid. Each of the bids shall be submitted in two separate sealed envelopes. The Envelop Marked A shall contain the Technical Bid, and the Envelop marked B shall contain the Commercial Bid.
- ii. The Envelop A shall be properly SEALED and marked "TECHNICAL BID FOR SELECTION OF SYSTEM INTEGRATOR FOR SUPPORT, MANAGEMENT & MAINTENANCE OF IT INFRASTRUCTURE & CONNECTIVITY AT DC, DR, HO & BRANCHES".
- iii. The Envelope B shall be properly SEALED and marked "COMMERCIAL BID FOR SELECTION OF SYSTEM INTEGRATOR FOR SUPPORT, MANAGEMENT & MAINTENANCE OF IT INFRASTRUCTURE & CONNECTIVITY AT DC, DR, HO & BRANCHES".
- iv. The Technical Bid shall be submitted as below: -
  - a. The Demand Draft of Rs. 11,800.00 (Rupees Eleven Thousand Eight Hundred) only towards to the cost of the document shall be kept prominently in an envelope to be marked as COST OF DOCUMENT.
  - b. The Demand Draft/Bank Guarantee of Rs. 10,00,000 (Rupees Ten Lacs) only as EMD shall be kept in a separate envelop prominently marked as EMD.
  - c. The Technical Bid Form as per section 9.2 and all its Tables, Letters and Forms shall be filled duly along with all enclosures and documentary proof.
  - d. The Technical Bid should not have any indication of the Price Bid in any manner anywhere. If such an indication is found, the Bid shall be summarily rejected.
  - e. **Masked Commercial bid of Material** (Annexure 9.11) should be submitted as part of Technical bid
- v. The Commercial Bid shall be submitted as below: -
  - a. Commercial bid of Material as per Annexure 9.11

#### 4.23 Negotiations

The Bank may negotiate with the final shortlisted Bidder on augmentation of resources, basket of services and commercial etc. Bank will negotiate several rounds during evaluation of bidding process.

#### 4.24 Award of Contract

The Bank shall issue Letter of Intent (LOI) to the Successful Bidder, and subject to fulfillment of other criteria as laid down in the RFP, shall place firm Purchase Order (PO) on the successful Bidder on acceptance of the LOI by him. The price quoted by the successful bidder shall be the Total value of the Contract.

#### 4.25 Liquidated Damages & Penalties & termination on default

- i. The Bank shall levy penalties /liquidated damages on the Bidder to the extent of 1% of the total value of the Contract for delay in execution of the project for 1 month, thereafter in increment of 1% for each of the

months up to 3 months. Thereafter, the Bank shall issue notice of termination, and cancel the contract on completion of one month of notice, and also invoke the BG/PBG. The Bank may initiate proceedings against the Bidder for Blacklisting etc.

- ii. The Bank shall levy 1% (of the Contract value) of penalty on the Bidder if the bidder fails to deploy right resources as per the Resources Plan submitted by the Bidder in its Bid and agreed to by the Bank for a period of 30 days, thereafter in increment of 1% for each of the months up to 3 months. Thereafter, the Bank shall issue notice of termination, and cancel the contract on completion of one month of notice.
- iii. If the number of resources not deployed by the Bidder is 2 or more for more than 3 months, the Bank shall issue a termination notice as per Clause (i) above.
- iv. The Bank shall be in its right to terminate the Contract in case of non-performance of the Bidder as per the terms of the contract, and or other conditions for termination on default as mentioned in the RFP, including termination on the grounds of insolvency etc.
- v. However, such penalties, liquidated damages and termination shall not be invoked in case the cause of action for completion of an activity/situation is pending with the Bank or the Govt. of Assam, such as sign off, clearances, site readiness, deployment of the Bank's resources, clearance on the procedures etc.
- vi. In case of liquidation of the selected bidder, Bank has the right to execute the contract with the sub-vendors or any other compatible vendor and make the payment directly for smooth running of the SI Project.

#### **4.26 Force Majeure**

- i. The Bidder shall not be liable for forfeiture of its EMD, invocation of his Performance Bank Guarantee, levy of liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of Force Majeure.
- ii. For purposes of this Clause, "Force Majeure" means an unforeseeable event beyond the control of the Bidder and not involving the Bidder's fault or negligence. Such events shall include, but are not restricted to, acts of the Government in its sovereign capacity, earthquakes, riots, war or revolutions, fires, floods, epidemics, quarantine restricts and freight embargoes.
- iii. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof within a period of 7(seven) days from the date of happening of such an event requiring invocation of this force majeure clause. Unless otherwise directed by the 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 performances.

#### **4.27 Confidentiality**

Information relating to evaluation and recommendations of the proposals for awarding contract shall not be disclosed to persons not officially concerned with the process, until the successful bidder is selected and notified that the contract has been awarded.

#### **4.28 Confidential Information**

During the course of the discussions herein, each party may disclose to each other Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information as disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") or any of its employees or agents of the Receiving Party, except such information as is: -

- i. Previously known to the Receiving Party at the time of disclosure, or
- ii. Independently developed by the Receiving Party and not derived from the Confidential Information supplied by the Disclosing party or
- iii. The participation of individuals who have had access to Confidential Information, disclosed to the Receiving Party by a third party without an obligation or confidentiality or
- iv. In or subsequently comes into the public domain (other than as a result of a breach of this RFP);
- v. Required to be disclosed by the Receiving party by law, regulation, court order or other legal process.

The Receiving Party shall hold such Confidential Information in strict confidence for the Disclosing Party and shall not use it except in furtherance of the relationship set forth in this RFP and subsequently the LOI and the PO, or except as it may be authorized by the Disclosing Party in writing. The Receiving Party shall further be responsible for the compliance of the foregoing by its employees or agents.

#### 4.29 Documentation

The selected Bidder will be responsible for documenting all studies carried out for the Bank. This documentation must include: business/functional requirements, process flow, data flow and database administration at various levels, legacy system interface requirements, program and process modifications, modification implementation dates, and connectivity requirements. These documentations, with version control, must be made available to the Bank for periodic inspection.

#### 4.30 Expenses

It may be noted that Bank will not pay any amount / expenses / Charges / Fees / Travelling Expenses / Boarding expenses/ Logging Expenses / Conveyance Expenses / out Of Pocket Expenses other than the agreed professional fees.

#### 4.31 Arbitration & Resolution of Dispute

- i. The Bank and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- ii. If, within 30 (thirty) days from the commencement of such informal negotiations, parties are unable to resolve dispute amicably, either party may approach for resolution by Arbitrator mutually agreeable to both the parties. The decision of the Arbitrator shall be final and binding on both the parties in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.
- iii. All Arbitration proceedings shall be held at Guwahati and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

### 5. Payment Terms

The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed. Any deviation from the proposed payment terms would not be accepted. In case of delays or defaults on the part of the Bidder, the Bank shall have the right to withhold payment of the effected product and/or service due to the Bidder or withhold the payment of the disputed amount. Such withholding of payment shall not amount to a default on the part of the Bank.

ACAB will release payment within 30 days of receipt of Invoice and along with all other required documents for all undisputed cases. In case of any disputed amount, the payment will be released within 30 days of resolution of the dispute.

The scope of work is divided in different areas and the payment would be linked to delivery, acceptance and signoff by the respective Bank official of each area as explained below with reference to the Annexure 9.11 – “Commercial Bill of materials”.

The bidder shall raise any invoices only after sign off for the related deliverables/Services. Service Provider shall be paid fees and charges in the manner detailed below:

#### a. Hardware/Solution Cost

- i. 60% of the cost would be payable on delivery.
- ii. 30% of the cost would be payable on post installation.
- iii. 10% of the cost would be payable on completion of 3 months from the date of successful setting up of the solutions and sign off by the Bank.

#### b. FMS Charges

- i. Payment to be done quarterly at the end of each quarter against FMS.

#### c. AMC & ATS charges

- i. ATS & AMC cost for Hardware will be paid quarterly in arrear.

**RFP for selection of system integrator for support, management & maintenance of IT infrastructure & connectivity at DC, DR, HO & branches for The Assam Co-Operative Apex Bank Ltd**

- ii. ATS/AMC documents for in-scope software and hardware from the OEM for service and support have to be provided to the bank. Payment will be made on submission of these document.



## 6. Eligibility and Evaluation Process

### 6.1 Eligibility Criteria

Sl. No.	Eligibility Criteria	Documents Required
<b>General</b>		
1	The bidder must be a Government Organization / PSU / PSE or a Public / Private Limited Company or a partnership firm incorporated in India	Certificate of Incorporation and other Documentary evidence to be attached
2	Bidder should be in existence for five years as on the date of the RFP. (In case of mergers /acquisitions /restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be taken into account)	Adequate documentation like registration, certificate of incorporation, Article / Memorandum of association etc. Name change and date of establishment docs, ROC document
3	The bidder should have never been blacklisted / barred / disqualified by any regulator / statutory body in India	Self-declaration to this effect should be submitted
4	The bidder should have ISO 9001:2008 & ISO 27001:2013 certification	Copy of the relevant certificates or Assessment certificate from Auditing agency
<b>Financial</b>		
5	The bidder should have average annual turnover of INR 70 Cr for each of the last 4 financial years (2020-2021, 2021-2022, 2022-2023, 2023-2024) exclusively from their Indian operations.	Audited Balance Sheet along with independent auditor's report for the last four financial years. For FY 2023-24 the provisional P&L and balance sheet figure certified by the independent auditor will be accepted.
6	The bidder should be a Profit-making company (after tax) for 3 out of last 4 financial years (2020-2021, 2021-2022, 2022-2023, 2023-2024) from the Indian operations.	Profit and Loss Account Statement along with independent auditor's report for the last four financial years. For FY 2023-24 the provisional P&L and balance sheet figure certified by the independent auditor will be accepted.
7	The bidder should have positive net worth in last four financial years (2020-2021, 2021-2022, 2022-2023, 2023-24).	Audited Balance Sheet and Profit and Loss Account Statement along with independent auditor's report for last four years. For FY 2023-24 the provisional P&L and balance sheet figure certified by the independent auditor will be accepted.
<b>Experience and Service Capability</b>		
8	The bidder should have prior experience of managing end to end IT infrastructure at the DC and DRC, including Servers, Storage and Network & Security Equipment(s) etc. in at least two (2) banks/BFSI/PSU in India in last 7 years.	Credentials from clients in form of Purchase Orders / Contract Agreement / Credential Letters etc. has to be provided.
9	The bidder should have exposure in banks/BFSI/PSU providing on-site support by L1 and L2 resources for managing end to end IT infrastructure at the DC and DRC in at least two (2) banks/BFSI/PSU in India for last 7 years	Credentials from clients in form of Purchase Orders / Contract Agreement / Credential Letters etc. has to be provided.

10	The Bidder should have at least 3 IT Security professionals who are direct employees of the Bidder with renowned security certification.	Supporting document undertaking to be submitted containing name, employee number, certification and experience (in years) in bidder's letter head.
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## 6.2 Objective of Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective and right fit solution at a competitive price. The evaluation by ACAB will be undertaken by an Internal Committee formed by the Bank. The Bank may consider recommendations made by External Experts/ Consultants on the evaluation. The decision of the committee shall be final.

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

Through this RFP, Bank aims to select a bidder/ application provider who would undertake the supply, implementation and maintenance of the required solution. The bidder shall be entrusted with end to end responsibility for the execution of the project under the scope of this RFP. The bidder is expected to commit for the delivery of services with performance levels set out in this RFP in Annexure 9.1: Service Level Agreement.

## 6.3 Normalization of Bids

The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted bidders to resubmit the updated technical and commercial bids for scrutiny. The Bank can repeat this normalization process at every stage of technical evaluation till the Bank is reasonably satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the technically short-listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned bidder.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. ACAB also reserves the right to conduct reference site visits at the bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

## 6.4 Technical Evaluation Process

Initially only the 'Technical Bids' will be opened and evaluated. All technical bids will be evaluated, and a technical score would be arrived at.

In second stage, only those bidders, who have qualified in the technical evaluation, shall be invited for commercial evaluation.

### 6.4.1 Preliminary Examination of Offers

The Bank will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective bidders. The Bank plans to, at its sole discretion, waive any minor non- conformity or any minor deficiency in an offer. The Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

**6.4.2 General Eligibility Criteria**

ACAB shall scrutinize the Eligibility bid submitted by the bidder. A thorough examination of supporting documents to meet each eligibility criteria (section 6.1) shall be conducted to determine the Eligible bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation.

**6.4.3 Technical Bid Evaluation Criteria**

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. ACAB may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the bidder.

The proposal submitted by the bidders shall, therefore, be evaluated on the following criteria:

<b>Parameter</b>	<b>Maximum Score</b>
Bidder’s capability & experience	30
Bidder’s Financial Stability	10
Proposed deployment & quality of manpower	30
Technical Presentation and Product Demonstration	30
<b>Total</b>	<b>100</b>

**Bidders scoring a minimum score of 70% i.e. an overall score of 70 marks or more will be declared technically qualified.**

Detailed Technical Evaluation Parameters:

<b>S. No.</b>	<b>Technical Evaluation</b>	<b>Evaluation Approach</b>
1	Bidder’s capability and experience <b>(30 marks)</b>	<ul style="list-style-type: none"> <li>➤ The bidder should have prior experience of managing end to end IT infrastructure at the DC and DRC, including Servers, Storage and Network &amp; Security Equipment(s) etc. in:                             <ul style="list-style-type: none"> <li>• Two (2) banks/BFSI/PSU in India in last 7 years <b>(7 marks)</b></li> <li>• More than two &amp; upto 5 banks/BFSI/PSU in India in last 7 years <b>(10 marks)</b></li> <li>• More than 5 banks/BFSI/PSU and in addition atleast 1 no. DCCB/STCB bank in India in last 7 years. <b>(12 marks)</b></li> <li>• More than 5 banks/BFSI/PSU and in addition atleast 3 no. DCCB/STCB bank in India in last 7 years. <b>(15 marks)</b></li> </ul> </li> <li>➤ The bidder should have exposure in banks providing on-site support by L1 and L2 resources for managing end to end IT infrastructure at the DC and DRC in:                             <ul style="list-style-type: none"> <li>• Two (2) banks/BFSI/PSU in India in last 7 years <b>(7 marks)</b></li> <li>• More than two &amp; upto 5 banks/BFSI/PSU in India in last 7 years <b>(10 marks)</b></li> <li>• More than 5 banks/BFSI/PSU and in addition atleast 1 no. DCCB/STCB bank in India in last 7 years. <b>(12 marks)</b></li> <li>• More than 5 banks/BFSI/PSU and in addition atleast 3 no. DCCB/STCB bank in India in last 7 years. <b>(15 marks)</b></li> </ul> </li> </ul>

2	Bidder's Financial Stability <b>(10 marks)</b>	<p>➤ Bidder's Financial Stability <b>(Maximum marks 10):</b></p> <p>The bidder should have a minimum annual turnover of INR 70 Cr for each of the last 3 years (2021-2022, 2022-2023 and 2023-2024) exclusively from their Indian operations.</p> <ul style="list-style-type: none"> <li>• 70 to 100 Crores <b>(7 marks)</b></li> <li>• More than 100 Crores <b>(10 marks)</b></li> </ul>
3	Proposed deployment & quality of manpower <b>(30 marks)</b>	<p>➤ Experience of the Technical Lead- Infrastructure <b>(10 marks)</b></p> <ul style="list-style-type: none"> <li>• Should have more than 10 years, less than 12 years of relevant experience in managing similar teams for CBS Infrastructure projects and have hands-on experience in IT Infrastructure (Compute, Storage, Network &amp; security) in at least one bank in India <b>(7 marks)</b></li> <li>• Should have more than 12 years of relevant experience in managing similar teams for CBS Infrastructure projects and have hands-on experience in IT Infrastructure (Compute, Storage, Network &amp; security) in at least one bank in India <b>(10 marks)</b></li> </ul> <p>➤ Experience of the L2 Support for IT Compute &amp; Storage management <b>(10 marks)</b></p> <ul style="list-style-type: none"> <li>• Both resources should have at least 3 years of relevant experience as L2 Support for IT Compute &amp; storage Management (Server, Storage, Database, Backup Management) in any bank in India <b>(7 marks)</b></li> <li>• Should have more than 5 years as L2 Support for IT Compute &amp; storage Management (Server, Storage, Backup Management) in any bank in India <b>(10 marks)</b></li> </ul> <p>➤ Experience of the L2 Support for Network and Security <b>(10 marks)</b></p> <ul style="list-style-type: none"> <li>• Both resources should have at least 3 years of relevant experience as L2 Support for Network &amp; Security Management in any bank in India <b>(7 marks)</b></li> <li>• Should have more than 5 years of relevant experience with experience as L2 Support for Network &amp; Security Management in any bank in India <b>(10 marks)</b></li> </ul> <p>Detailed CVs of the above resources clearly showcasing the relevant experience should be submitted for evaluation.</p> <p>Bidder is required to submit compliance Annexure 9.8: Proposed Team profile along with CVs of the key resources who will be scored above.</p> <p>Bidder to deploy similar profiles for the Bank. The bidder should note that non-compliance may lead to disqualification.</p>

4	<p>Technical Presentation &amp; Product Demonstration <b>(30 marks)</b></p>	<p>All eligible bidders will be required to make presentations to supplement their bids, showcase overall solution proposed. The Bank will schedule presentations and the time and location will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to the bank may result in rejection of the proposal.</p> <p>Bidder is expected to demonstrate the implementation methodology, Project timelines with detailed execution plan, support mechanism as per the RFP requirements. Bank will schedule the technical presentation and the time and location shall be communicated to the bidders.</p>
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## 6.5 Commercial Bid Evaluation

It may be noted that commercial bids will be subjected to following evaluation process.

- Only those bidders meeting the eligibility criteria will be considered for further stages of evaluation only those bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation.

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Annexure 9.11- “Commercial Bill of Material”. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid. The Bank will determine whether the Commercial Bids are complete, unqualified and unconditional. The technically qualified bidders will be required to participate in the commercial bid opening. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

### Commercial Bid Evaluation Considerations

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
4. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail
5. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail
6. If there is a discrepancy in the total, the correct total shall be arrived at by Bank
7. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
8. At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
9. During the process of technical/commercial evaluation, if Bank decides to withdraw any collateral item offered in the proposal, the commercial value of that item will be reduced from the commercial offer of all the bidders and TCO will be recalculated accordingly.
10. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
11. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
12. The Bank shall not incur any liability to the affected bidder on account of such rejection.

13. The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

## 7. Evaluation Mechanism

The bidders fulfilling the eligibility criteria will be considered for technical evaluation. Technical Bids will be opened and evaluated. Only those bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation. The bidder with the lowest commercial bid shall be declared L-1.

In case of tie-up during commercial bid opening, the bidder scoring highest technical score will be declared L-1 bidder.

**Bidder who is declared L1 may be called for negotiation before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other bidder.**

The Bank reserves the right to float the RFP again. The Bank shall not incur any liability to the bidder(s) on account of reissue of RFP. Bank shall not be obliged to inform the bidder(s) of the grounds for the Bank's rejection. The Bank reserves the right to modify any items of the scope of the RFP. The RFP may be reissued on account of following:

- a) If none of the bidders qualify in the technical bid evaluation.
- b) If only one bidder qualifies in the technical bid evaluation.
- c) If selected bidder fails to execute the Agreement within the time limit stipulated. Any decision in this regard by Bank shall be final, conclusive, and binding on the bidders.

Bank may call upon the ultimate short-listed bidder to make a detailed presentation to the Board of Directors of the Bank.

The bidder should quote costs for all the lines items as per commercial bid. The cost quoted also includes the cost of deliverables for all the phases of the Project.

If any vendor fails to quote against any of the services sought by the Bank, it will be presumed by the Bank that the cost of such items is included in the overall cost and will not accept any plea or excuse from the vendors later and such services have to be provided to the Bank without any extra cost along with all other services.

## 8. Instructions to the Bidders

### 8.1 Two- Bid System Tender

- i. Bidders are required to submit the Eligibility Bid, Technical Bid and Commercial bid in physical form as per the submission timeline. The Language of Bid should be in English.
- ii. The bidder will take care of submitting the Bid properly filled so that the papers are not loose. The Bids, which are not sealed as indicated above, may be liable for rejection.
- iii. The tender not submitted in the prescribed format or incomplete in any aspect is liable for rejection. The Bank is not responsible for non-receipt of bid within the specified date and time due to any reason including postal delays or Holidays.

### 8.2 Submission of Technical Bid

- i. The Bidders shall submit the Technical Bid in sealed envelope. If above bid is found not properly sealed, the bid is liable for rejection. The envelope containing technical bid shall be marked as "TECHNICAL BID FOR SELECTION OF SYSTEM INTEGRATOR FOR SUPPORT, MANAGEMENT & MAINTENANCE OF IT INFRASTRUCTURE & CONNECTIVITY AT DC, DR, HO & BRANCHES".
- ii. If above bid is found not properly sealed, the bid is liable for rejection.
- iii. All the formats need to be filled in exactly as per the pro-forma given in the Annexures and any deviation is likely to cause rejection of the bid.

**RFP for selection of system integrator for support, management & maintenance of IT infrastructure & connectivity at DC, DR, HO & branches for The Assam Co-Operative Apex Bank Ltd**

- iv. The Bank shall not allow/permit changes in the technical specifications once it is submitted.
- v. The offer may not be evaluated by the Bank in case of non-adherence to the format or partial submission of technical details as per the format given in the RFP.
- vi. Non-submission or partial submission of the information along with the offer may result in disqualification of the bid of the concerned bidder.
- vii. The Technical Bid must not contain any price information.
- viii. The Technical Bid shall comprise of:
  - a. Covering letter in Company's letter head duly signed by authorized signatory with name, title and seal (Copy of Power of attorney to be submitted)
  - b. Bid Form (Annexure -9.2)
  - c. Bidder's Information (Annexure-9.3)
  - d. Confirmation to Eligibility Criteria
  - e. Letter of Confirmation (Annexure-9.4)
  - f. Project timeline
  - g. Bidder's proposed methodology/approach for providing services to the Bank with respect to the scope of work.
  - h. Balance sheet & P/L Statement of last three financial years along with independent auditor's certificate
  - i. A true copy of Registration certificate & list of offices in India (For Company)
  - j. Letter of Conformity with Hardcopy (Annexure-9.5)
  - k. Manufacturer's Authorization Form (Annexure- 9.6) for hardware/solution being procured as part of RFP
  - l. Technical Offer Details
  - m. Masked Commercial Bill of Material (Annexure-9.11)
  - n. Proposed Team Profile (Annexure- 9.8)
  - o. Bonafide letter from HR for resources
  - p. Other documents / information as requested in this RFP
- ix. The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.
- x. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. All pages of the Bid except for un-amended printed literature shall be numbered serially and initialled and stamped by the person or persons signing the bid.
- xi. 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 initialled by the person or persons signing the bid.
- xii. Soft copy (in CD) of complete technical bid shall also be submitted along with hard copy.
- xiii. In addition to the above marking, each envelope must be super-scribed with the following information:
  - a. RFP Reference Number.
  - b. Name and Address of Bidder.

This will enable the Bank to return the bid unopened in case it is declared unacceptable for any reason whatsoever.
- xiv. If any inner envelope is found to contain both technical and commercial bids, then that bid will be rejected summarily.
- xv. Telex, Cable, Facsimile or E-mail Bids will not be accepted.

### 8.3 Submission of Commercial Bid

- i. The Bidders shall submit the Commercial Bid in sealed envelope. If above bid is found not properly sealed, the bid is liable for rejection. The envelope containing commercial bid shall be marked as "COMMERCIAL BID FOR SELECTION OF SYSTEM INTEGRATOR FOR SUPPORT, MANAGEMENT & MAINTENANCE OF IT INFRASTRUCTURE & CONNECTIVITY AT DC, DR, HO & BRANCHES".
- ii. The Commercial Bid must contain duly filled Annexure 9.11: "Commercial Bill of Material" in hard copy along with 1 Compact disk (CD) containing the soft copy of Annexure 9.11: "Commercial Bill of Material".
- iii. The bidder should certify that the contents of the CD's are the same as that provided by way of hard copy. Letter format for the Bidder's declaration is given in Annexure 9.5: "Letter of Conformity with Hardcopy"
- iv. Please note that if any envelope is found to contain both technical & commercial offer, then that offer will be rejected outright.
- v. The envelope must be super-scribed with the following information:
  - a. RFP Reference Number.
  - b. Name and Address of Bidder.

### 8.4 Non-Transferable Tender

This tender document is not transferable. Only the bidder who has submitted the necessary RFP price will be eligible for participation in the evaluation process.

All the terms and conditions mentioned in the RFP will be binding on all the bidders and will also form a part of the contract, to be signed with the successful bidder on the outcome of this tender process.

### 8.5 Erasures or Alterations

The offers containing unauthenticated erasures or alterations will not be considered. Therefore, there should be no unauthenticated handwritten material, corrections or alterations in the offer. If such unauthenticated erasures or alterations are present these should be initiated by the person or persons authorized for signing the bid. Any deviation may lead to the rejection of the bid.

### 8.6 Cost of Bidding

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.

The Bidder is expected to examine all instructions, annexures, scope of the system integration services, terms and conditions etc. in the bidding documents. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in any aspect will be at the Bidder's risk and may result in the rejection of its bid.

### 8.7 Clarification of RFP

A prospective bidder requiring any clarification of the RFP may notify the Bank in writing, by e - mail at the Bank's mailing address indicated in the Request for Proposal (RFP). The Bank will respond in writing to any request for clarification of the RFP which it receives prior to the date mentioned for query.

### 8.8 Replacement & Withdrawal of Bid

The Bidder may replace or withdraw its bid after the bid's submission, provided that written notice of the substitution or withdrawal of the bids is received by the Bank prior to the deadline prescribed for submission of bids.

The Bidder's substitution or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provision. A withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

No bid can be modified subsequent to the deadline for submission of Bids.



No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of the bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to Clause-4.8.

### **8.9 Non-Payment of Professional Fees**

If any of the items/activities as mentioned in the price bid and as mentioned in Annexure 9.11- "Commercial Bill of Material" are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the vendor in the Price Bid against such activity/item.

### **8.10 Assignment**

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

### **8.11 Limitation of Liability**

The aggregate liability of the vendor in connection with this Agreement, the services provided by the bidder for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any and all liability shall be the actual limited to the extent of the total contract value.

### **8.12 Indemnity**

The bidder shall, at its own cost and expenses, defend and indemnify the Bank against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from the performance of the contract.

The bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If the Bank is required to pay compensation to a third party resulting from such infringement etc., the bidder will bear all expenses including legal fees.

Bank will give notice to the bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.

The bidder shall also be liable to indemnify the Bank, at its own cost and expenses, against all losses/damages, which Bank may suffer on account of violation by the bidder of any or all applicable national/ international trade laws. This liability shall not ensue if such losses/ damages are caused due to gross negligence or wilful misconduct by the Bank or its employees.

### **8.13 Bidder's Integrity**

The bidder is responsible for and obliged to conduct all contracted activities in accordance with the contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

### **8.14 Bidder's Obligations**

The bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The bidder is responsible for managing the activities of its personnel or its representatives and will hold itself responsible for any misdemeanors. The bidder is under obligation to provide system integration services as per the contract.

The bidder will treat as confidential all data and information about the Bank, obtained in the execution of their responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

### 8.15 Information Ownership

All information processed, stored, or transmitted by Vendor equipment belongs to the Bank. By having the responsibility to maintain the equipment, the vendor does not acquire implicit access rights to the information or rights to distribute the information. The vendor understands the civil, criminal, or administrative penalties may for failure to protect information appropriately.

### 8.16 Use of Contract Documents and Information

The bidder shall not, without the Bank's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern or information furnished by or on behalf of the Bank 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 confidence & shall extend only as far as may be necessary for purposes of such performance.

The bidder shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.

Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the bidder's performance under the Contract if so required by the Bank.

### 8.17 Termination for Convenience

The Bank, by written notice sent to the bidder, may terminate the Contract with a notice of 3 months, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

### 8.18 Effect of Termination

The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services. The reverse transition phase shall be completed within 3 months.

The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this RFP. In case the bank wants to continue with the Bidder's services after the completion of this contract then the Bidder shall offer the same or better terms to the Bank. Unless mutually agreed, the rates shall remain firm.

The bidder agrees that the Bank at any point of time during tenure of contract may return/discontinue any of the Deliverables/services in whole or part thereof offered under this RFP. The Bank shall not be liable to make any payment in respect of the Deliverables/services returned in whole or part thereof.

### 8.19 Exit Management

The purpose of this section is to provide details of the Bidder's assistance during the termination or expiration of the contract and exit plan strategy for ACAB. The Bidder shall also have to develop a detailed exit plan 3 (Three) months prior to the completion of the tenure of the contract. Bank shall have the right to review the exit plan submitted by the Bidder and would suggest changes to be made in the exit plan, if any. After that, the exit plan shall be reviewed as and when required by Bank. The Bidder has to provide knowledge transfer and configuration details to the new SI free of cost.

### **8.19.1 Handover & Transition of Services**

The following shall be covered as a part of the handover & transition of services at the end of contract period or in the event of termination:

1. If any other agency or service provider is selected by ACAB for providing in-scope services, the Bidder selected through this RFP shall provide support for necessary handholding, transition, sharing of information, configuration details and ATP documents and other related support to the complete satisfaction of ACAB. In case, if ACAB observes the lack of willingness to manage transit/ sharing of information or lack of support from the Bidder (selected through this RFP), ACAB shall have an absolute discretion to impose penalties and make appropriate deductions from its billing or any other payables to the Bidder.
2. Bidder shall provide the termination/expiration assistance, regardless of the reason for termination or expiration. Six (6) months prior to the expiration of the term, or upon Bidder's receipt of notice of termination of this contract for any reason, or six (6) months prior to the cessation of any service, and at ACAB's request, Bidder shall provide to ACAB the staff and transition services necessary for ACAB to affect an orderly transition to ACAB or to a third party designated by ACAB.
3. The Bidder shall provide the necessary transition for the period of 6 months. However, this period of transition could vary depending on the need of ACAB and the same shall be communicated to the Bidder.
4. During transition phase, the Bidder shall not change or remove their key resources deployed at ACAB to enable the successful transition. In case, such instances occur, ACAB shall have right to penalize the Bidder appropriately.
5. During transition phase, the Bidder shall deploy a dedicated transition resources to enable the successful transition.
6. The ownership of the assets (including soft and hard components existing and procured through this RFP) except for those which are taken as a service, at any point of time during the term of the contract or expiry of the contract, shall remain with ACAB. In addition, any information/ data gathered or generated by the Bidder during the term of the contract shall be the property of ACAB and the same shall be handed over to ACAB in native format at the end or termination of the contract; and
7. During the contract period, the Bidder shall ensure that all the documentation including diagrams, policies, procedures, configuration documents, procurement documentation, original license and all other documents in relation to the works as per the agreed terms are kept up to date and all such documents shall be handed over to ACAB during the exit management process.

In case ACAB decides to withdraw any services/components from the scope of work during the contract period, the Bidder has to facilitate the transition of that service/components in compliance with the above Clauses.

### **8.19.2 Transfer of Documents**

The Bidder shall promptly on the commencement of the exit management period supply to ACAB or its nominated Bidder(s) the following:

1. Information/details relating to the current services rendered; and
2. ATP Documents, configuration details and documentation relating to intellectual property rights

The Bidder shall provide uninterrupted services on existing terms and conditions till an acceptable alternate solution is agreed by ACAB.

Before the expiry of the exit management period, the Bidder shall deliver to ACAB or its nominated service provider or any other agency all new or updated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the Bidder shall be permitted to retain one copy of such materials for archival purposes only.

### 8.19.3 Transfer of Agreements

On request by ACAB or its selected service provider or any other agency, the Bidder shall affect such assignments, transfers, innovations, licenses and sub-licenses in favor of ACAB or its nominated service provider or any other agency, in relation to any equipment lease, maintenance or service provision agreement between the Bidder and selected service provider or any other agency, and which are related to the services and reasonably necessary for the carrying out replacement services.

### 8.20 Addition or Deletion of Qualified Offerings

Both the parties agree that the intent of this tender is to establish an initial set of service offerings. The Bank recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. In addition, the Bank recognize that from time to time hardware and software products that are provided as part of vendor services will be upgraded or replaced as technology evolves. Replacement and / or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of the Bank. For this purpose, a Change Order Procedure will be followed. Bank may request a change order in the event of actual or anticipated changes(s) to the agreed scope of work, services, deliverables and schedules. The successful Bidder shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The Vendor shall carry out such services as required by the Bank at mutually agreed terms and conditions.

The successful Bidder shall agree that the price for incremental offering cannot exceed the original proposed cost and the Bank reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations the Bank has the right to order as much as it wants at those rates.

The successful Bidder shall agree to submit the request to add new services or service categories on its letterhead signed by a representatives authorized to bind the organization.

The Bank is under no obligation to honor such requests to add services categories or amend this contract.

As a method for reviewing Bidder's services and Bank requirement, the Bank will sponsor regular reviews to allow an exchange of requirements and opportunities.

## 9. Annexures

### 9.1 Service Level Agreement

1. System availability is defined as:

$$\{(\text{Scheduled operation time} - \text{system downtime}) / (\text{scheduled operation time})\} * 100\%$$

Where:

- i. "Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
- ii. "System downtime" subject to the SLA, means accumulated time during which the System is not available to the Bank's users or customers due to in-scope system or infrastructure failure, and measured from the time the ticket is allocated to Bidder or logged in by Bank and/or its customers in the helpdesk with the Bidder or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation. Any denial of service to the Bank users and Bank customers would also account as "System downtime".
- iii. The business hours are 9 AM to 7PM on any working day the Bank's branch is operational. The Bidder however recognizes the fact that the branches will require to work beyond the business hours and holidays on need basis.
- iv. Uptime will be computed based on availability of the applications to the Bank's users irrespective of availability of servers either individual servers or clusters. Also, non-compliance with performance parameters for business, network and environmental infrastructure and system / service degradation will be considered for downtime calculation.
- v. Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, the Bidder will need to provide onsite assistance within response resolution window.
- vi. Typical Resolution time will be applicable if systems are not available to the Bank's users and customers and there is a denial of service.
- vii. For Applications that will be implemented by the Bank in future, the Bank will have the discretion to determine the criticality of the applications based on the Bank's business requirements. The Bidder will maintain the associated IT Infrastructure based on the criticality determined by the Bank and maintain the service levels accordingly.

2. Level Classifications

LEVEL	Type of Infrastructure	Function / Technology	Typical Resolution Time
I. Critical	<b>Criteria</b>	<ul style="list-style-type: none"> <li>a. Any problem due to which 50 or more users across the branches cannot access the Business systems or more than 10 branches cannot access the Business Systems.</li> <li>b. Failure of any of the middleware/interface component due to which the solution is not functioning.</li> <li>c. Interruption making any functionality inaccessible or services unavailable. There is no possible alternative to make the solution available to the end users.</li> </ul>	<ul style="list-style-type: none"> <li>• Incident Management: Critical Incidents to be addressed within 10 minutes of the occurrence of the issue and a workaround is to be provided within 35 minutes to mitigate the issue. Resolution for the issue is to be provided between 1 to 3 hours of the occurrence of the issue.</li> </ul>
	<b>Business Infrastructure</b>	<p>Critical Business infrastructure related to providing systems to the Bank users and customers comprising of but not limited to the following:</p> <p>IT Infrastructure at DC and DR.</p> <ul style="list-style-type: none"> <li>1. SAN Storage and SAN switches</li> <li>2. Core Network and Security components</li> <li>3. Power Management</li> <li>4. Servers and Support applications / functions at DC and DR such as:</li> </ul> <p><b>Critical in-scope Business Solutions</b></p> <ul style="list-style-type: none"> <li>a. Internet Banking (As and when implemented)</li> <li>b. Mobile Banking (As and when implemented)</li> <li>c. DNS &amp; Active Directory</li> <li>d. Data points &amp; Interfaces for the above-mentioned applications</li> </ul>	

LEVEL	Type of Infrastructure	Function / Technology	Typical Resolution Time
		<p>e. FI Gateway</p> <p>All the above stated applications and related infrastructure are considered as critical.</p> <p>5. DC and DR environment, Core Networks and security solutions</p> <p>6. All central Links availability which includes (All DC &amp; DRC and replication links)</p>	
II. Major	<b>Criteria</b>	a. Any problem due to which 10 to 49 users cannot access the Business infrastructure system or;	<ul style="list-style-type: none"> <li>Incident Management: Non-Critical Incidents to be addressed within 30 minutes of the occurrence of the issue and a workaround is to be provided within 60 minutes to mitigate the issue. Resolution for the issue is to be provided between 3 to 6 hours of the occurrence of the issue.</li> </ul>
	<b>Business Infrastructure</b>	<p>1. User management</p> <p>2. Following solutions at DC and DR managed by the Bidder including the interfaces availability and the operating environment availability other than specific call outs:</p> <ul style="list-style-type: none"> <li>a. Phone Banking (As and when implemented)</li> <li>b. HRMS</li> <li>c. Training/UAT</li> <li>d. Anti-virus solution</li> <li>e. HIPS</li> <li>f. EMS including Helpdesk Solution</li> <li>g. Backup Server</li> <li>h. Server hardware for Important application includes -</li> </ul> <p>3. VPN connectivity for Head/Zonal offices/Branches</p>	
III. Significant	<b>Criteria</b>	a. All other residuary business infrastructure not defined in “Critical” and “Non-	<ul style="list-style-type: none"> <li>Scheduled monitoring</li> </ul>

LEVEL	Type of Infrastructure	Function / Technology	Typical Resolution Time
		Critical” or; b. Any incident which is classified as “Non-Critical” for which an acceptable (by Bank) workaround has been provided or; c. Any problem due to which 1 to 9 users cannot access the Business infrastructure system or;	activities - As per routine to be agreed (within maximum 4 hours) • During business hours - Within 4 hours.
	<b>Business Infrastructure</b>	a. Any other infrastructure not covered in “critical” and “non-critical”	• During Non-business hours the resolution should be within 4 hours of the next working day.

Note: The resolution time is not considered as uptime. The penalties during the maximum resolution time will be as applicable in the table above and for the time beyond the “maximum resolution time” the penalty will be twice the applicable penalty.



3. Service Levels

- i. Service Levels will include Availability measurements & Performance parameters for Domain Services measurements, Cross Functional Services, EMS Tools & Helpdesk Implementation and Reporting & Governance parameters.
- ii. The Bidder shall provide SLA Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period. Performance measurements would be accessed through audits or reports, as appropriate to be provided by the Bidder e.g. utilization reports, response time measurements reports, etc. The tools to perform the audit will need to be provided by the Bidder. Audits will normally be done on regular basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies.
- iii. All SLA reports should be automated with no manual intervention. The Bidder should provide all the tools for Monitoring, Management and Reporting.

All SLAs pertaining to various categories are defined below:

4. Domain Services

Sl. No.	Services	Infrastructure Output	Description	Calculation	Periodicity	MSL	Penalty	Measurement Tools
1	Business Infrastructure & Systems	Availability of Business Infrastructure Elements & Systems	Availability of Business Infrastructure Elements & Systems is the time that each solution is available for intended use without any malfunctions. It is measured in minutes and calculated by  (a) System Scheduled Uptime minus Scheduled Downtime minus Unscheduled Downtime, divided by (b) System Scheduled Uptime minus Scheduled Downtime with the result expressed as a percentage to two decimal places.	Availability = $(U - C - D) / (U - C)$  Refer to the below definitions of the parameters.  <ul style="list-style-type: none"> <li>System Scheduled Uptime for servers (U)</li> <li>Scheduled Downtime for servers (C)</li> <li>Unscheduled Downtime for servers (D)</li> </ul>	Monthly	For <b>critical Solution-</b> 99.95%	<ul style="list-style-type: none"> <li>For each 0.01% drop in availability, penalty shall be INR 5,000</li> </ul>	EMS Tools
						For <b>Non-Critical Solutions-</b> 99.5%	<ul style="list-style-type: none"> <li>For each 0.05% drop in availability, penalty shall be INR 15,000</li> </ul>	EMS Tools
						For <b>significant Solutions-</b> 99.00%	<ul style="list-style-type: none"> <li>For each 0.25% drop in availability, penalty shall be INR 25,000</li> </ul>	EMS Tools
2	Database Management Services	Availability of the in-scope database	Database availability is the time that each instance of database is available for intended use without any malfunctions, It is measured in minutes and calculated by (a) System Scheduled Uptime minus Scheduled Downtime	Availability = $(U - C - D) / (U - C)$  <ul style="list-style-type: none"> <li>System Scheduled Uptime database (U)</li> <li>Scheduled Downtime for database (C)</li> <li>Unscheduled</li> </ul>	Monthly	For <b>critical databases-</b> 99.95%	<ul style="list-style-type: none"> <li>For each 0.01% drop in critical database availability penalty shall be INR 5,000</li> <li>For each 0.05% drop in</li> </ul>	EMS Tools

RFP for selection of system integrator for support, management & maintenance of IT infrastructure & connectivity at DC, DR, HO & branches for The Assam Co-Operative Apex Bank Ltd

Sl. No.	Services	Infrastructure Output	Description	Calculation	Periodicity	MSL	Penalty	Measurement Tools
			minus Unscheduled Downtime, divided by (b) System Scheduled Uptime minus Scheduled Downtime with the result expressed as a percentage to two decimal places.	Downtime for database (D)		For <b>non-critical databases</b> - 99.5%  For <b>significant databases</b> - 99.00 %	non-critical database availability penalty shall be INR 15,000  • For each 0.25% drop in availability, penalty shall be INR 25,000	
3	Storage Management Services	Storage devices Availability	The time that each storage device is available for use.	Availability = (U – C – D)/ (U – C)  • Uptime for storage devices (U) • Scheduled Downtime for storage devices (C) • Unscheduled Downtime for storage devices(D)	Monthly	99.95%	• For each 0.01% drop in service level, penalty shall be INR 10,000	EMS Tools
4	Storage management Services	Adherence to Replication schedule	RPO between DC and DR should be 15 Minutes. & RTO should be 60 min	Ensure adherence to replication schedule as per Bank's policy	Monthly	99.95%	• For each 0.05% drop in service level,	Bank will measure this through periodic audits based on

RFP for selection of system integrator for support, management & maintenance of IT infrastructure & connectivity at DC, DR, HO & branches for The Assam Co-Operative Apex Bank Ltd

Sl. No.	Services	Infrastructure Output	Description	Calculation	Periodicity	MSL	Penalty	Measurement Tools
							penalty shall be INR 10,000	logs to be provided by Bidder from the ADR solution.
5	Database management Services	System Response time	End to End response time within the DC (from the Core Banking Application to the Database and back) should be < 10 ms (milli seconds)		Monthly	99.99%	<ul style="list-style-type: none"> <li>For each 0.01% drop in non-critical database availability penalty shall be INR 20,000</li> </ul>	EMS Tools
6	Backup and Restore Services	Backup Success rate	Backup success rate for the Core Banking Solution, Business Critical Solutions, 3rd party applications and delivery channels.	Actual number of successful backups done/Total scheduled backups	Monthly	99.00 %	<ul style="list-style-type: none"> <li>For each 0.25% drop in service level, penalty shall be INR 25,000</li> </ul>	EMS tools
7	Backup and Restore Services	Adherence to Backup schedule	It includes both backup scheduled and backup requested.	Number of successful Backups adhered to/Total scheduled and requested backups	Monthly	99.00%	<ul style="list-style-type: none"> <li>For each 1 % drop in service level, penalty shall be INR 50,000</li> </ul>	EMS tools
8	Backup and Restore Services	Recovery Testing	Effectiveness of recovery testing is the measure of number of backup data that have been	Number of successfully recovered backups/total no of	Quarterly	99.00%	<ul style="list-style-type: none"> <li>For each 0.5% drop in service level, penalty</li> </ul>	EMS tools

RFP for selection of system integrator for support, management & maintenance of IT infrastructure & connectivity at DC, DR, HO & branches for The Assam Co-Operative Apex Bank Ltd

Sl. No.	Services	Infrastructure Output	Description	Calculation	Periodicity	MSL	Penalty	Measurement Tools
			successfully tested for their recoverability, divided by the total number of backup data tested for recoverability, as part of a defined schedule as well as carried out on business request.	backup data tested for recoverability			shall be INR 20,000	
9	Storage Management Services	Data Integrity at DC & DR	100% data integrity should be maintained for DC & DR		Monthly	100.00%	<ul style="list-style-type: none"> <li>For each 0.01% drop in service level, penalty shall be INR 50,000</li> </ul>	Bank will measure this through periodic audits based on logs to be provided by Bidder
10	Network Management Services	Availability - Network & Security Component (In-scope components) at DC & DR	The time that each network & security component available for use, measured in minutes and calculated by (a) Scheduled Uptime minus Scheduled Downtime minus Unscheduled Downtime, divided by (b) Scheduled Uptime minus Scheduled Downtime with the result expressed	$\text{Availability} = \frac{U - C - D}{U - C}$ <ul style="list-style-type: none"> <li>Scheduled Uptime for network components (U)</li> <li>Unscheduled Downtime for network components (D)</li> <li>Scheduled Downtime for network components (C)</li> </ul>	Monthly	99.95% (HA Mode); and 99.5% (Non-HA Mode)	<ul style="list-style-type: none"> <li>For each 0.01% drop in network availability penalty shall be INR 10,000</li> </ul>	EMS Tools

RFP for selection of system integrator for support, management & maintenance of IT infrastructure & connectivity at DC, DR, HO & branches for The Assam Co-Operative Apex Bank Ltd

Sl. No.	Services	Infrastructure Output	Description	Calculation	Periodicity	MSL	Penalty	Measurement Tools
			as a percentage to two decimal places.					
11	Network Management Services	Liaise with Bandwidth Service Provider	In case a link at DC & DR is down or any other issues, the call should be logged with Bandwidth SP having automated/online call login facility within 5 minutes or Bandwidth SP having manual call login facility with 15 minutes of the occurrence of the problem	Actual Calls logged with Bandwidth SP within 5 minutes/ Total calls logged with Bandwidth SP.	Monthly	99.50%	<ul style="list-style-type: none"> <li>For each 0.05% drop in service level, penalty shall be INR 10,000</li> </ul>	EMS Tools
12	Network Management Services	Availability – Network Component At Head office, Zonal office & branches (In-scope components)	The time that each network & security component available for use, measured in minutes and calculated by (a) Scheduled Uptime minus Scheduled Downtime minus Unscheduled Downtime, divided by (b) Scheduled Uptime minus Scheduled Downtime with the result expressed as a percentage to two decimal places.	$\text{Availability} = \frac{(U - C - D)}{(U - C)}$ <ul style="list-style-type: none"> <li>Scheduled Uptime for network components (U)</li> <li>Unscheduled Downtime for network components (D)</li> <li>Scheduled Downtime for network components (C)</li> </ul>	Monthly	99.50%	<ul style="list-style-type: none"> <li>For each 0.05% drop in network availability penalty shall be INR 1000</li> </ul>	EMS Tools

RFP for selection of system integrator for support, management & maintenance of IT infrastructure & connectivity at DC, DR, HO & branches for The Assam Co-Operative Apex Bank Ltd

Sl. No.	Services	Infrastructure Output	Description	Calculation	Periodicity	MSL	Penalty	Measurement Tools
13	Network Management Services	Liaise with Bandwidth Service Provider	In case a link failure/fluctuation at Head office, Regional offices & branches, the call should be logged with Bandwidth SP having automated/online call login facility within 10 minutes or Bandwidth SP having manual call login facility with 20 minutes of the occurrence of the problem	Actual Calls logged with Bandwidth SP within 10 minutes/ Total calls logged with Bandwidth SP.	Monthly	99.50%	<ul style="list-style-type: none"> <li>For each 0.1% drop in service level, penalty shall be INR 5,000</li> </ul>	EMS Tools
14	Network Management Services	Liaise with Bandwidth Service Provider	Ensure call logged to Link Provider are resolved within their signed SLA with OEM/Service Provider	Actual Calls resolved by Bandwidth Service Provider within SLA/ Total calls logged with Bandwidth SP. Bidder to ensure that calls are constantly followed-up & closed.	Monthly	80%	<ul style="list-style-type: none"> <li>For each instance of breach thereafter, penalty shall be INR 1000 per day.</li> </ul>	EMS Tools
15	Anti-virus Management Services	Client nodes to be regularly upgraded with latest Anti-	All the client nodes to be regularly updated with latest Anti-virus & HIPS patch	80% of the nodes are updated within 5 days of release of a new patch by the OEM & 95% nodes to be	Weekly	100%	<ul style="list-style-type: none"> <li>For each instance of breach penalty should be INR</li> </ul>	Anti-virus server reporting

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Sl. No.	Services	Infrastructure Output	Description	Calculation	Periodicity	MSL	Penalty	Measurement Tools
		virus & HIPS patch		updated within 7 days of release of the patch by the OEM			500 per day per branch.	

5. Cross Functional

Sl. No.	Services	Service Measurement	Description	Calculation	Periodicity	MSL	Penalty	Measurement Tools
1	Incident Management	User Notifications	Notifying users of problem status and resolution	Tickets wherein users are notified of problem status/ Total tickets logged for the month	Monthly	98.00%	<ul style="list-style-type: none"> <li>For each 0.5% drop in service level, penalty shall be INR 5000</li> </ul>	EMS Tools
2	Problem Management	Problem Resolution - successful closure	This service level measures the successful closure (as per mutually agreed time-lines) of all the problem tickets raised in Helpdesk tool, post the root cause analysis having been carried out, the necessary corrective action taken and the AACB management having given the signoff	Dividing the total number of successful closure of problem tickets by the total number of problem tickets raised in the Helpdesk tool	Monthly	99%	<ul style="list-style-type: none"> <li>For each 1% drop in service level, penalty shall be INR 5000</li> </ul>	EMS Tools



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Sl. No.	Services	Service Measurement	Description	Calculation	Periodicity	MSL	Penalty	Measurement Tools
			expressing their satisfaction on the problem management activities undertaken.					
3	Performance Measurement	Hardware Utilization	Actual Peak utilization captured in a time frame of 15 minutes interval in a 24 hours' time scale to be shared with the Bank daily on the defined timeline. Hardware daily peak utilization levels of CPU,RAM,NIC and hard disk etc. exceeds 70% at any given point of time during business hours or production storage utilization levels exceeds 85% (Eighty Five percent) at any given point of time or network equipment utilization exceeds 70%	Reporting to the Bank as part of the daily activity	Monthly	99.00%	<ul style="list-style-type: none"> <li>For each 1 % drop in service level (comprehensively considering all system resources) for utilization of system resources, penalty shall be INR 50,000</li> </ul>	EMS Tools

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Sl. No.	Services	Service Measurement	Description	Calculation	Periodicity	MSL	Penalty	Measurement Tools
4	Security Management Services	Adherence to Patch Update	It includes both scheduled updates and updates requested	Actual number of updates done/Total scheduled and requested updates	Monthly	99.00%	<ul style="list-style-type: none"> <li>For each 1.0% drop in service level, penalty shall be INR 5,000</li> </ul>	EMS Tools
5	Security Management Services	Adherence to Bank IT policy	It includes both scheduled updates and updates requested	Percentage of updates to the Information Systems Security Policy (ISSP) and to the systems according to the ISSP	Monthly	100.00%	<ul style="list-style-type: none"> <li>For each 1% drop in service level, penalty shall be INR 10,000</li> </ul>	Manual
6	Change and Release Management Services	Change request Resolution - successful closure	Measure of successfully implementing- change management (as per mutually agreed time-lines)	Dividing the total number of successful timely closure of change request tickets by the total number of change request tickets raised in the Helpdesk tool	Monthly	Not applicable	<ul style="list-style-type: none"> <li>For each delay in day 1% penalty per day on the value of the Change Management</li> </ul>	EMS Tools
7	Change and Release Management Services	Planned Downtime	Planned down - time for network servicing, Storage, DB, servers services (up gradation, bug fixing, patch uploads, regular maintenance etc.) will not be more than 1 hour. This activity will	Calls wherein servicing was completed within 1 hour or agreed threshold/ Total calls logged for network servicing	Monthly	98%	<ul style="list-style-type: none"> <li>For each 0.5% drop in service level, penalty shall be INR 20,000</li> </ul>	EMS Tools

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Sl. No.	Services	Service Measurement	Description	Calculation	Periodicity	MSL	Penalty	Measurement Tools
			<p>not be carried out during business hours.</p> <p>However, such activities which require more than 1 hour or required to be carried out during business hours will be scheduled in consultation with the bank</p> <p>In case the downtime exceeds the planned hours the additional time taken for servicing will be considered for infrastructure or system downtime as per availability measurements table.</p>					
8	Vendor Performance Management	Performance analysis & notification to the bank	monitor and analyse the performance of each vendor and report a dashboard to the bank by 7th of the subsequent month	Share the performance dashboard with the bank by 7th of the subsequent month	Monthly	99%	<ul style="list-style-type: none"> <li>For each week of delay or part thereof, Penalty shall be INR 25,000</li> </ul>	Manual

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Sl. No.	Services	Service Measurement	Description	Calculation	Periodicity	MSL	Penalty	Measurement Tools
9	IT Service Continuity & Disaster Recovery Services	Reliability	Measure of successfully testing of DR plan (plans are tested as per Bank's policy).	No of times DR plan is tested in a year (as per Bank's policy)	Every incident	Not applicable	<ul style="list-style-type: none"> <li>Penalty shall be INR 2,00,000 for each default.</li> </ul>	EMS Tools
10	IT Service Continuity & Disaster Recovery Services	RTO & RPO	RPO and RTO as mentioned	As per testing report	Bi-Annually or as per the regulator	100%	<ul style="list-style-type: none"> <li>Penalty shall be INR 1,00,000 for each default.</li> </ul>	EMS Tools
11	IT Service Continuity & Disaster Recovery Services	Business Continuity	Business Infrastructure to resume from Disaster Recovery Site within 60 minutes of the Data Centre failing.	Total successful business continuity calls logged/Total Business continuity calls logged	During DR Drill & actual occurrence of scenario	100%	<ul style="list-style-type: none"> <li>Penalty shall be INR 1,00,000 for each default.</li> </ul>	Manual

6. Management, Reporting and governance

Service Details	SLA Measurement	SLA	Penalty	Measurement Tools	Remarks
Project Initiation	The Successful Bidder is expected to mobilize the team as per commencement of work for this project. Commencement of work would mean reporting of Successful Bidder's resources at the designated ACAB locations for project.	Technical Lead should be deployed as per the Timeline stated in the RFP	No Penalty	Manual	Bidder shall initiate that technical lead should be deployed Within the period defined in the RFP or 30 calendar days from the date of release of PO, whichever is earlier.
		After the due date stated in the RFP	1 (one) percent of the transition cost for every week of delay or part thereof	Manual	
Transition	The vendor is expected to finish the transition as per transition timeline mentioned in the RFP	Transition to be completed within the timeline specified in the RFP	1 (one) percent of the transition cost for every week of delay or part thereof	Manual	
Report generation	Adherence to delivery of SLA report	100%	The SLA reports to be shared with the Bank by 7 <sup>th</sup> of every month. For each default the penalty of INR 50,000 per week or part thereof will be charged to the bidder	EMS Tools	The indicative list of required reports is mentioned in RFP. However, ACAB may add or remove reports as at its discretion.
Service Improvement Plan	Submission of quarterly improvement plan and implementation report	90%	Penalty shall be INR 25,000 for each week of delay or part thereof.	Manual	
Program Manager and Technical Lead	No change in these resources for minimum 1 year from the contract date and maximum 2 changes in the complete contract term (*the Program Manager should not be rotated to other clients of the Service Provider under the contract period).	100%	Penalty shall be INR 5, 00,000 for each default beyond the agreed the threshold.	Manual	If the resource leaves because of attrition, the same would not be considered for any penalty computation.

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Service Details	SLA Measurement	SLA	Penalty	Measurement Tools	Remarks
Resource availability	Attendance for support personnel, L1 and L2 engineers. (Covers all the locations) Minimum attendance level on monthly average is 95% of agreed deployment.	No of days below minimum attendance level	Penalty shall be INR 25,000 for every 1% default or part thereof below the agreed threshold	Manual	

7. Liquidated Damages for SLA defaults

i. Service Level Default

Service Level will be measured on a monthly basis.

The Bidder's performance to Service Levels will be assessed against Service Level requirements for each criteria mentioned in the Domain Services, Cross Functional Services and Management, Reporting and governance measurement table of the Service Level Agreement.

A Service Level Default will occur when:

The Bidder fails to meet Minimum Service Levels, as measured on a monthly basis, for a particular Service Level.

ii. Service Credit Computation

In the event of a Service Level Default, the Bidder shall pay the Bank a Service Credit that will be computed in accordance with the following formula:

Monthly Service Level Default = Minimum Service Level – Monthly Actual Service Level

Service Credit = Monthly Service level default X Associated Penalty

In the event that a Service Level Default has occurred for more than one service level requirement, the sum of the corresponding Service Credits shall be credited to the Bank.

The Bidder shall review with the Bank, on a monthly basis from the start of Contract Execution, any entitlement of the Bank to a Service Credit.

The total amount of Service Credit that the Bidder is obligated to pay the Bank shall be reflected on the invoice provided to the Bank in the quarter after the quarter in which the Service Levels were assessed. The Bank shall be entitled to deduct the Service Credit amount from the amounts payable by the Bank to the Bidder as per the invoice.

## 9.2 Bid Form

### **The Managing Director**

**Assam Co-operative Apex Bank Ltd. Head Office, Pan Bazar  
Guwahati – 781001**

Having examined the RFP (ACAB/HO/IT/CBS SI-RFP/656 dated 06-11-2024) including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver services in conformity with the said RFP and in accordance with our proposal and total cost indicated in the Commercial Bid and made part of this bid.

We undertake, if our bid is accepted, to deliver services and complete the project in accordance with the scheduled timelines.

If our bid is accepted, we will provide the guarantee of a Bank in a sum equivalent to 10% of the contract price for the due performance of the Contract in the form prescribed by the Bank.

We agree to abide by this bid for the period of 180 days from the date fixed for Technical bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with the bank's written acceptance thereof and bank's notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that the Bank is not bound to accept the lowest or any bid the Bank may receive.

Place:

Dated: this                      day of                      2024.

-----  
(Signature) (In the Capacity of)

Duly authorized to sign bid for and on behalf of

(Name & Address of Bidder)



### 9.3 Bidder's Information

Name of the Bidder	
Constitution & Year of Establishment	
Registered Office/Corporate office Address	
Mailing Address	
Name and designations of the persons authorized to make commitments to the Bank	
Telephone: Fax: e-mail:	
Name & Addresses of Directors/Promoters	
Details of Organization Structure	
Description of business, service profile & client profile	
Gross annual turnover of the bidder (not of the group): Amount in INR Crore 2020-21: 2021-22: 2022-23: 2023-24:	
Profit (PAT) of the bidder (not of the group): Amount in INR Crore 2020-21: 2021-22: 2022-23: 2023-24:	
Net Worth of the bidder (not of the group): Amount in INR Crore 2020-21: 2021-22: 2022-23: 2023-24:	

**RFP for selection of system integrator for support, management & maintenance of IT infrastructure & connectivity at DC, DR, HO & branches for The Assam Co-Operative Apex Bank Ltd**

Permanent Account Number	
GST Number	

**DECLARATION**

We hereby declare that the information submitted above is complete in all respects and true to the best of our knowledge. We understand that in case any discrepancy or inconsistency or incompleteness is found in the information submitted by us, our application is liable to be rejected.

Place

Date:

**SEAL**

**(Authorized Signatory)**

## 9.4 Letter of Confirmation

**The Managing Director**

**Assam Co-operative Apex Bank Ltd. Head Office, Pan Bazar  
Guwahati – 781001**

Dear Sir,

We confirm having submitted the Bid and annexures in accordance with the said RFP. The details submitted by us are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, Assam Co-operative Apex Bank has the right to summarily reject the proposal and disqualify us from the process.

We confirm that we will abide by the conditions mentioned in the Tender Document (RFP and annexure) in full and without any deviation.

We, hereby acknowledge and confirm, having accepted that the Bank can at its absolute discretion, apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidders.

We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

We also confirm that we have not been blacklisted by any Govt. Department/ PSU/PSE or Banks or otherwise not involved in any such incident with any concern whatsoever, where the job undertaken/performed and conduct has been questioned by any authority, which may lead to legal action.

Place:

Date:

SEAL

(Authorized Signatory)

## 9.5 Letter of Conformity with Hard copy

### Conformity with Hardcopy Letter

Ref: ACAB/HO/IT/CBS SI-RFP/656 dated 06-11-2024

Date: \_\_\_\_\_

**The Managing Director**  
**Assam Co-operative Apex Bank Ltd. Head Office, Pan Bazar**  
**Guwahati – 781001**

Dear Sir,

Sub: SELECTION OF SYSTEM INTEGRATOR FOR SUPPORT, MANAGEMENT & MAINTENANCE OF IT INFRASTRUCTURE & CONNECTIVITY AT DC, DR, HO & BRANCHES

Further to our proposal dated \_\_\_\_\_, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "**RFP**") issued by Assam Co-operative Apex Bank Ltd. ("**Bank**") we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Signature

Name:

Designation:

## 9.6 Manufacturer's Authorization Form

Note: This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

RFP Reference: ACAB/HO/IT/CBS SI-RFP/656 dated 06-11-2024

Date: \_\_/\_\_/2024

To,

The Managing Director  
Assam Co-operative Apex Bank Ltd. Head Office, Pan Bazar  
Guwahati – 781001

Dear Sir,

Sub: RFP no. ACAB/HO/IT/CBS SI-RFP/656 dated 06-11-2024

We who are established and reputable manufacturers/ producers of \_\_\_\_\_ having factories/ development facilities at (address of factory/ facility) do hereby authorize M/s \_\_\_\_\_ (Name and address of the bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

- Such Products as the Bank may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and in the event of termination of production of such Products:
  - Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

We further certify that, in case the authorized distributor/ system integrator is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items by ourselves or through alternate & acceptable service provider.

Place:

Date:

Seal and signature of the OEM

## 9.7 Minimum On-Site Deployment Level

Bidder shall at minimum deploy the resources as per the minimum deployment level mentioned below. Bidder should independently arrive at the sizing and deployment plan to meet the RFP requirements (As per scope of work and SLAs) adhering the minimum deployment level. Bidder shall deploy resources at no extra cost if the proposed deployment do not meet the RFP requirements and SLAs

Resource	Location of the resource	Resource Level	Resources Per Shift	Minimum Shift	Qty
Technical Lead – Infrastructure	DC	NA	1	1	1
L1/Helpdesk	DC	L1	2	3	6
L2 – Compute & Storage Management	DC	L2	1	2	2
L2 – Network & security Management	DC	L2	1	2	2
L2 – Infrastructure Management	DR	L2	1	2	2
Site Engineer (Posted in RO)	RO	L1	5	1	5

## 9.8 Proposed Team Profile

### A. Experience of the Proposed Technical Lead

1. Experience of the Proposed Technical Leads							
Sl. No.	Name of the resource	Number of years of experience	Name of Banks where the resource has worked in the past	Count of branches of the mentioned banks	Scope of Work involved of the project	Client Contact Details, including name, designation, contact no & email id.	Profile attached (Yes/No)

*\*Add separate rows for each client*

B. Proposed Team Structure

Area	Role/ Description	Experience	Educational Qualifications/ Certifications/ Skills	Bidder's Compliance (Yes/No)	Suggested Resource Name with profile details
<b>Technical Lead – Infrastructure</b>	Technical	>10 years	<ul style="list-style-type: none"> <li>• MBA/ MCA/ MSc/ Engineering Graduate</li> <li>• Good Communication (Written/Oral)</li> <li>• Prior experience of maintaining essential IT infrastructure, including operating systems, security tools, applications.</li> <li>• Prior experience in designing, deploying &amp; managing enterprise-level hardware and software systems that support the organization's operations.</li> <li>• Prior experience of working with Virtualization solutions like VMware, RHV, etc.</li> <li>• Prior Experience as team Leader for Banking infrastructure support</li> <li>• Should have worked in a similar banking project as Technical Lead for at least 2 years</li> <li>• Technical certifications like CCNP, MCSE, RHCE</li> </ul>		
<b>Compute and Storage (Server, Storage, Backup) Management</b>	L2	> 3 years	<ul style="list-style-type: none"> <li>• Diploma in Computer Science or Computer Applications or IT/Engineering Graduate/Science Graduate/BCA.</li> <li>• Prior experience of analysing and resolving problems associated with the operating system's servers and hardware.</li> </ul>		



Area	Role/ Description	Experience	Educational Qualifications/ Certifications/ Skills	Bidder's Compliance (Yes/No)	Suggested Resource Name with profile details
			<ul style="list-style-type: none"> <li>• Should have knowledge of performance tuning and optimizing server configurations for specific workloads.</li> <li>• Prior experience of managing backup and recovery solutions for Data Center.</li> <li>• Good Communication (written/Oral) Knowledge/expertise on DC Infrastructure Management - Windows/Solaris/HP Unix administration (DC, AD patch management etc.) /Email Administration, /Anti-virus Management etc.</li> <li>• Technical certifications like MCSE/SA/ RHCE etc.</li> <li>• Specific experience with Storage (e.g. SAN, NAS) and Backup (e.g. Networker, Veritas, Tape libraries) technologies</li> <li>• Should have worked in similar banking Project as L2 for at least 2 years</li> </ul>		
<b>Network Security &amp; Management</b>	L2	> 3 years	<ul style="list-style-type: none"> <li>• Diploma in Computer Science or Computer Applications or IT /Engineering Graduate/Science Graduate/BCA.</li> <li>• Good Communication (written/Oral)</li> <li>• Prior experience of configuring and managing routing and switching technologies, MPLS, Network Security, SDWAN, Data Center networks</li> </ul>		

Area	Role/ Description	Experience	Educational Qualifications/ Certifications/ Skills	Bidder's Compliance (Yes/No)	Suggested Resource Name with profile details
			<ul style="list-style-type: none"> <li>• Should have excellent troubleshooting skills to fix and find RCA for business-critical DC security issues</li> <li>• Should have strong hands-on exposure in Firewall (Checkpoint, Fortigate, etc) concepts (Route Add, Rule ADD/ Modify/ Delete, Nat, Faulty Firewall replacement, High Availability setup, packet capture, log analysis, etc)</li> <li>• CCNP/CCNP-Security, network administration (routers, switches, firewalls, IPS etc.) experience</li> <li>• Should have worked in similar banking Project as L2 for at least 2 years</li> </ul>		
<b>Application &amp; Infrastructure Management</b>	L1/Helpdesk/Site Engineer	1 to 3 years	<ul style="list-style-type: none"> <li>• Diploma in Computer Science or Computer Applications or IT or Electrical Engineering /Engineering Graduate/ Science Graduate/ BCA.</li> <li>• Good Communication (written/Oral)</li> <li>• Prior experience of Desktop, Printer, Scanner configuration and setup and giving support to end users</li> <li>• Prior experience of resolving network connectivity issues</li> <li>• Prior experience of OS and Antivirus Patch management</li> <li>• Prior experience of providing technical support for Ubuntu operating system</li> </ul>		

Area	Role/ Description	Experience	Educational Qualifications/ Certifications/ Skills	Bidder's Compliance (Yes/No)	Suggested Resource Name with profile details
			<ul style="list-style-type: none"> <li>• Prior experience of resolving LAN, cabling issues</li> <li>• Prior experience of performing system upgrades and maintenance tasks.</li> <li>• Prior Experience in handling applications such as CBS/ Mobile Banking/ Phone Banking/Internet Banking/ FI/ HRMS applications.</li> <li>• Prior Experience in handling infrastructure management such as DC/DR/Branch network issues, DC environment, EMS etc.</li> <li>• Should have knowledge of installation, repair and maintenance of electrical systems</li> <li>• Should have worked in similar project as L1</li> </ul>		

- 1) Please enclose documentary proofs to substantiate the claims made of the proposed Resource.
- 2) Please enclose HR bonafide letter to substantiate the claims that the Resources are under Bidder's payroll.

## 9.9 Format for Bank Guarantee for Performance Security

From a Scheduled Commercial Bank's Branch in \_\_\_\_  
(On a Non-Judicial Stamp Paper of Value Rs.100)

### FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

THIS GUARANTEE AGREEMENT executed at ----- this ----- Day of -----.

BY ----- Bank, incorporated under the provisions of the Indian Companies Act 1956, having our Registered 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

The Assam Cooperative Apex Bank Limited, a co-operative bank having its registered office at Panbazar, Guwahati, Assam - 781001 and having its Branch Office amongst other places (hereinafter called "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),

1. WHEREAS, Bank called for the bids for selection of system integrator for support, management & maintenance of IT infrastructure & connectivity at DC, DR, HO & branches for the Bank vide RFP no ACAB/HO/IT/CBS SI-RFP/656 dated 06-11-2024.  
-----, having its registered office at -----, (hereinafter referred to as "Bidder", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and permitted assigns) have been appointed as the bidder and accordingly has entered into Contract with Bank subject to the terms and conditions contained in the said documents and the Bidder has duly confirmed the same.
2. AND WHEREAS pursuant to the Bid Documents, the Contract, and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from Bidder and Bidder has agreed to provide to the Bank, services as support, management & maintenance of IT infrastructure & connectivity at DC, DR, HO & branches, 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.
3. AND WHEREAS the Bidder has duly signed the said documents.
4. AND WHEREAS in terms of the Contract, the Bidder has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a bank (Guarantor) acceptable to the Bank for securing Rs. ----- (Rupees -----only) towards faithful observance and performance by the Bidder of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
5. AND WHEREAS at the request of the Bidder, the Guarantor has agreed to guarantee the Bank, payment of the 10% of the Contract Price of Rs. ----- (Rupees -----only) amounting to Rs. ----- (Rupees -----only) ("Guarantee") towards faithful observance and performance by the Bidder of the terms of the Contract.

NOW THEREFORE THIS GUARANTEE STATES 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 written demand, to the Bank at its registered office at -----, the amount of Rs. ----- (Rupees ----- only) or any part thereof, as the case may be, as aforesaid due to the Bank from the Bidder, towards any

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loss, costs, damages, etc. suffered by the Bank on account of default of the Bidder in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse restricted to the Bank Only or protest or without any reference to the Bidder. Any such written demand made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Bidder or any dispute between the Bank and the Bidder pending before any Court, Tribunal, Arbitrator, or any other authority. Provided, however the written demand must be accompanied by a copy of the notice sent to the Bidder by the Bank to cure/rectify the default at least 30 (thirty) days prior to presentation of any written demand of its intention to have recourse restricted to the Bank Only to the Guarantee, setting out the act or omission of the Bidder, which it asserts constitutes the breach of terms and conditions of the said documents or loss/damage suffered giving rise to the written demand.

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 till -----.
3. The Bank shall be the sole judge to decide whether the Bidder has failed to perform the terms of the Contract for providing the Services by the Bidder to the Bank, and on account of the said failure what amount has become payable by the Bidder 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 in writing 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
  - i. any change in the constitution or winding up of the bidder or any absorption, merger or amalgamation of the Bidder with any other company, corporation or concern; or
  - ii. any change in the management of the Bidder or takeover of the management of the Bidder by the Government or by any other authority; or
  - iii. acquisition or nationalization of the Bidder and/or of any of its undertaking(s) pursuant to any law; or
  - iv. any change in the constitution of Bank/ Bidder; or
  - v. 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
  - vi. 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 Rs. ----- (Rupees -----only) being the 10% of the Contract Price.
7. This Guarantee will expire on ----- . Any written demand under this Guarantee must be received by the Guarantor on or before ----- and if no such written demand has been received by the Guarantor by -----, 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 Gangtok city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.
9. Notwithstanding anything contained herein:  
Our liability under this Guarantee shall not exceed Rs. ----- (Rupees ----- only)  
This Guarantee shall be valid for **66 months** i.e., until -----

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The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before -----

Signed and delivered by the above named \_\_\_\_\_ Bank by its Authorized Signatory as authorized by Resolution / Regulation / Decision of its Regional Board / Central Board in accordance with the decision / resolution passed on \_\_\_\_\_.

\_\_\_\_\_  
Authorized Signatory

In the presence of:        1.

2.

### 9.10 Format for Pre- Bid Query

If, bidder, desiring to respond to RFP for selection of system integrator for support, management & maintenance of IT infrastructure & connectivity at DC, DR, HO & branches, requires any clarifications on the points mentioned in the RFP, it may communicate with Assam Co-operative Apex Bank using the following format (in an Microsoft excel (xls/ xlsx) format).

All questions should be received as per the last date mentioned in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, the bank may at its discretion, may or may not answer all queries in the Pre-bid meeting.

<b>Sl. No.</b>	<b>Section details from the RFP</b>	<b>Page No.</b>	<b>Details mentioned as per RFP</b>	<b>Changes requested by Bidder</b>	<b>Bank's response</b>

### 9.11 Commercial Bill of Material

The format for Commercial Bill of Material is attached separately as a file “Annexure 9.11-Commercial Bill of Material” along with the RFP.



## 9.12 Non-Disclosure Agreement

On Rs.100 non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... This

.....day of.....2024

BY AND BETWEEN

..... Company Limited, a company incorporated under the

Companies Act, 1956 having its registered office at ..... (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

Assam Co-operative Apex Bank Ltd., a co-operative bank having its Head Office at Panbazar, Guwahati - 781001 (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) of the OTHER PART.

The Vendor and Assam Co-operative Apex Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. Assam Co-operative Apex Bank is engaged in the business of providing financial services to its customers and intends to engage Vendor for support, management & maintenance of IT infrastructure & connectivity at DC, DR, HO & branches.

2. In the course of such assignment, it is anticipated that Assam Co-operative Apex Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid assignment (hereinafter referred to as " the Purpose").

3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of Assam Co-operative Apex Bank. The Vendor undertakes to safeguard and protect such confidential information as may be received from Assam Co-operative Apex Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Assam Co-operative Apex Bank granting the Vendor and or his agents, representatives to have specific access to Assam Co-operative Apex Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

(i) "Confidential Information" means all information disclosed/furnished by Assam Co-operative Apex Bank to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

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- (a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
- (b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from Assam Co-operative Apex Bank,
- (c) was rightfully obtained by the Vendor from a source other than Assam Co-operative Apex Bank without any obligation of confidentiality,
- (d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify Assam Co-operative Apex Bank of such order and afford Assam Co-operative Apex Bank the opportunity to seek appropriate protective order relating to such disclosure.
- (e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- (f) 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. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, 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 Assam Co-operative Apex Bank in respect of the Confidential Information.

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 Agreement 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 Agreement

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify Assam Co-operative Apex Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding Assam Co-operative Apex Bank and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of Assam Co-operative Apex Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) business processes and procedures; or

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- d) current and future business plans; or
- e) personnel information; or
- f) financial information.

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Assam Co-operative Apex Bank.

4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Assam Co-operative Apex Bank, whichever is earlier. The Vendor hereby agrees and undertakes to Assam Co-operative Apex Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Assam Co-operative Apex Bank, all information received by it from Assam Co-operative Apex Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Assam Co-operative Apex Bank to certify in writing upon request of Assam Co-operative Apex Bank that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Assam Co-operative Apex Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Assam Co-operative Apex Bank.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Assam Co-operative Apex Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Assam Co-operative Apex Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Assam Co-operative Apex Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to Assam Co-operative Apex Bank shall include Assam Co-operative Apex Bank's costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Guwahati shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

9. Indemnity: The Vendor shall defend, indemnify and hold harmless Assam Co-operative Apex Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

10. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

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All Confidential Information is provided "as is". In no event shall the Assam Co-operative Apex Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Assam Co-operative Apex Bank constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

Assam Co-operative Apex Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

11. Waiver: A waiver (whether express or implied) by Assam Co-operative Apex Bank of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Assam Co-operative Apex Bank from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of ----- Ltd.

( )

(Designation)

For and on behalf of Assam Co-operative Apex Bank

( )

(Designation)