

RFP for Selection of Service Provider for IT Facility Management Services at NHB



RFP Reference No.: NHB/ITD/RFP/Selection of Service Provider for IT Facility Management Services/627/2021

**Request for Proposal (RFP) for
Selection of Service Provider for IT Facility Management Services
at National Housing Bank**

Information Technology Department
Head Office, National Housing Bank
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110 003

Phone: 011-39187000; 011-39187113; 011-39187140
E-Mail: susanta.padhi@nhb.org.in; balaji.prabhu@nhb.org.in

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BID SUMMARY		
1.	Date of commencement of sale of Bidding Documents	10-02-2021, Wednesday
2.	Pre-Bid meeting with Bidders*	22-02-2021, Monday, 1500 Hrs
3.	Last date and time for sale/download of Bidding Documents	03-03-2021, Wednesday, 1700 Hrs
4.	Last date and time for receipt of Bidding Documents	03-03-2021, Wednesday, 1800 Hrs
5.	Date and Time of Technical Bid Opening#	04-03-2021, Thursday, 1500 Hrs
6.	Technical Presentation by the Bidders	Will be intimated later
7.	Cost of RFP	₹25,000/- (Non-refundable)
8.	Earnest Money Deposit (EMD) Amount	Nil
9.	Place of opening of Bids <i>(Will be intimated to bidders over email if conducting through VC)</i>	National Housing Bank, Information Technology Dept., Head Office Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003

Note:-

- *Due to ongoing Covid situation, meetings are being conducted online. Interested bidders can send pre-bid queries over email as per **Section 3.2** of this RFP or send the Video conference links to NHB designated officials for face-to-face queries/clarifications in online manner.
- #Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Meeting link will be shared by NHB through email in advance.
- *Notice of any changes will be provided through e-mail from designated contact personnel only or website publishing.*
- Further, please note that Commercial Bid opening Date, Time & Venue will be intimated to the technically qualified Bidders at a later date.
- All data/information, submitted vide documentary proofs/company records along this RFP, must be reported & will be treated as on date of publication of this RFP.

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GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
DC	Data Center Site, Delhi
DR	Disaster Recovery Site, Mumbai
HO	Head Office, Delhi
RRO	Regional Representative Office
RTO	Recovery Time Objective
RPO	Recovery Point Objective
ITD	Information and Technology Department
PSU	Public Sector Unit
PSB	Public Sector Bank
TCO	Total Cost of Ownership
EMD	Earnest Money Deposit
RFP	Request for Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
CAMC	Comprehensive Annual Maintenance Cost
LC	Large Corporate (LC): An organization having an average annual turnover of Rs. 1000 Crore or above during last three years with a minimum of 1000 employees on its payroll and having offices in all metro cities in India will be considered as Large Corporate Sector for this RFP.

Interpretation: The terms RFP, Tender, Bid have been used interchangeably and it shall be treated as one and the same for the purpose of this RFP document. All clarifications, amendments, modifications, supplemental RFP that may be issued in relation to this RFP shall be treated as part and parcel of the RFP and shall together constitute the RFP document.

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1. INTRODUCTION

1.1 Purpose

- National Housing Bank (NHB) (hereinafter referred to as the Bank) proposes to invite Request for Proposal (RFP) for selection of a Service Provider for IT Facility Management Services from reputed vendors for a period of 5 years as described under scope of work. The invitation for RFP document is now being issued to enable vendors to submit their responses to the Bank.
- The scope of work broadly comprises of Comprehensive Annual Maintenance of IT equipment installed at Bank's Head Office in Delhi, Regional offices in Mumbai, Kolkata, Bengaluru and Representative Office in Ahmedabad, supply of manpower for Facility Management Services for IT infrastructure management as well as Bank's Data Center and DR site in Mumbai. Detailed scope of work is given in the RFP document.
- The Bank will enter into Service Contract for 5 years with successful bidder. The work order will be initially placed for 1 year and the same may be renewed based on satisfactory performance review.
- The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with NHB. Neither NHB nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither NHB nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.
- Subject to any law to the contrary, and to the maximum extent permitted by law, NHB and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections

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contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NHB or any of its officers, employees, contractors, agents, or advisers.

1.2 Document Structure

This RFP is broadly organized into 9 sections:

Section Number	Description
Section 1: Introduction	Describes the purpose of the document as well as the details contained in each section.
Section 2: About National Housing Bank	Provides a brief overview of NHB
Section 3: Instruction to Bidders	Provides detailed instructions to bidders
Section 4: Scope of Work	Provides bidders with the scope of work
Section 5: Service Level Agreement & Penalty	Provides the details on SLA and Penalty
Section 6: Bids and Bid Evaluation	Provides the process and criteria for evaluation of proposal
Section 7: Commercial Terms and Conditions	Provides commercial terms & conditions
Section 8: General Terms and Conditions	Provides general terms & conditions
Annexures	Provides bidders with annexures format
Appendix	Provides bidders with Asset details

2. ABOUT NATIONAL HOUSING BANK

National Housing Bank (NHB), a statutory institution is a wholly owned by Government of India, established under National Housing Bank Act, 1987 ("the Act")

NHB has been established to achieve, inter alia, the following objectives -

- To promote a sound, healthy, viable and cost-effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
- To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
- To augment resources for the sector and channelize them for housing.
- To make housing credit more affordable.
- To regulate the activities of housing finance companies based on regulatory and supervisory authority derived under the Act.
- To encourage augmentation of supply of buildable land for housing and to upgrade the

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housing stock in the country.

- To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.

The Head Office of NHB is located in New Delhi and it has a Regional Office located at Mumbai, Bengaluru, Hyderabad and Kolkata and Representative Offices at Ahmedabad. The Bank will, shortly, be opening offices in Lucknow, Bhopal, Chennai and Guwahati.

3. INSTRUCTION TO BIDDERS

3.1 General

- The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- No binding legal relationship will exist between any of the Bidders and NHB until execution of a contractual agreement, except the pre-contract Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Bidder, the Integrity Pact will form part of the definitive agreement to be signed by the successful Bidder. For the other Bidders, the pre-contract Integrity Pact will be binding on them for any acts/omissions committed by the Bidder in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted.
- Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Consultant(s). The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Bidder.
- Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

Sh. Susanta Kumar Padhi General Manager
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Sh. B. Prabhu Manager

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Email : susanta.padhi@nhb.org.in Telephone : 011-39187113; 01139187000-Extn 113 Fax : +91 - 11 - 24649432	Email: balaji.prabhu@nhb.org.in Telephone : 011-39187140; 01139187000-Extn 140 Fax : +91 - 11 - 24649432
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- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.
- Queries/Clarification if any, may be taken up with the contact persons detailed above before the deadline for submission of bids between 10.00 am to 5.00 pm on any working days (Monday to Friday except holidays).
- Bank may, in its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to improve or clarify any response.
- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Govt. Departments/PSUs/Banks/Financial Institutes in India.
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.
- The bids qualify the Minimum Eligibility Criteria will be eligible for further evaluation and subsequently the bids qualify both Minimum Eligibility Criteria and Technical Evaluation will be eligible for Commercial Evaluation.

3.2 Pre-bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, NHB intends to hold an online Pre-Bid meeting on the date and time as indicated in the RFP. The link for the meeting shall be shared on Bank's website on the day of the meeting. **The queries of all the Bidders, in writing, should reach by e-mail or by post, minimum 2 days before the date of pre-bid meeting, on the email/postal address as mentioned above.** It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting. Only the authorized

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representatives of the bidders, who have purchased the RFP, will be allowed to attend the Pre-Bid meeting.

3.3 Soft Copy of Tender/RFP Document

The soft copy of the Tender/RFP document will be made available on NHB's website <http://www.nhb.org.in>. The Bidders are required to pay non-refundable fee of Rs.25,000/- (Rupees Twenty-Five Thousand only) as **Cost of the RFP** by way of ECS into NHB's account as described in Annexure - Q.

The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the Bid may not be considered for further evaluation.

3.4 Non-Transferability of Tender/RFP

This tender/RFP document is not transferable.

3.5 Statement of Confidentiality

This document contains information that is proprietary and confidential to National Housing Bank (NHB), which shall not be disclosed outside the bidder's company, transmitted, or duplicated, used in whole or in part for any purpose other than its intended purpose. Any use or disclosure in whole or in part of this information without explicit written permission of NHB is prohibited. The RFP document is provided to the Bidder on the basis of the undertaking of confidentiality given by the Bidder to NHB. NHB may update or revise the RFP document or any part of it. The Bidder acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking. The Bidder will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with NHB or any of its customers, suppliers, or agents without the prior written consent of NHB. Any use or disclosure in whole or in part of this information without explicit written permission of NHB is prohibited.

3.6 Erasures or Alterations

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting in technical Bids may be considered at the discretion of NHB only if they are initialed by the person signing the Bids. However, any interlineations', erasures or overwriting in any form will not be accepted in the commercial Bid. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be

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filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. However, NHB may treat offers not adhering to these guidelines as unacceptable. NHB may, in its absolute discretion, waive any non-conformity or irregularity in the offer, which in the opinion of NHB is ancillary and not essential. This shall be binding on all Bidders and NHB reserves the right for such waivers.

3.7 Amendment to the Bidding/Tender/RFP document

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum.
- The amendment will be posted on NHB’s website www.nhb.org.in
- All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the Bid. NHB will not have any responsibility in case of any omission by Bidder/s.
- NHB at its discretion may extend the deadline for the submission of Bids.
- NHB shall not be liable for any communication gap. Further NHB reserve the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

3.8 Language of Bid

The Bid prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NHB and supporting documents and printed literature shall be written in English.

3.9 Masked Commercial Bid

The Bidder should submit a copy of the actual price Bid (as per the format specified by NHB), being submitted to NHB separately, by masking the actual prices. This is mandatory. The Bid may be disqualified if it is not submitted by masking it properly. NHB reserves the right to cancel the Bid/tender process at the time of commercial evaluation, if the format/detail (except price) of ‘Masked Commercial Bid’ does not match with the format/detail of actual Commercial Bid submitted.

3.10 Right to Alter Location / Quantities

NHB reserves the right to alter the proposed location/s specified in the RFP. NHB also reserves the right to add/delete one or more location/s from the list specified in this RFP, from time to time.

3.11 Documents Comprising the Bid

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- The bid consists of two proposals viz., technical proposal and commercial proposal.
- Documents comprising the TECHNICAL PROPOSAL should be:
 - Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract i.e., Minimum Eligibility Criteria as per Annexure - 'D'.
 - Technical Bid as per Annexure - 'F'. Any technical Bid containing price information will be rejected.
 - The proof of e-payment of ₹25,000/- (non-refundable) towards RFP made to NATIONAL HOUSING BANK.
 - Soft copy of minimum eligibility criteria along with documentary evidence, technical bid, masked commercial bid.
 - Masked Price Bid listing all the components as listed in Commercial Bid, without indicating the price.
 - Bids without the RFP cost will be rejected.
- Documents comprising the COMMERCIAL PROPOSAL should be:
 - Complete Commercial bid as per Annexure - 'H' with covering letter as per Annexure 'G'.
 - Soft copy of commercial bid Price bids containing any deviations or similar clauses may be summarily rejected.
 - Any Other information may be furnished in separate Annexures.

The Annexures to the RFP are

- a) Bidder's information in the format as prescribed in **Annexure-A**;
- b) Bidder's Experience details in the format as prescribed in **Annexure-B**;
- c) Compliance Statement Declaration along with Deviation in the format as prescribed in **Annexure-C**;
- d) Information on Minimum Eligibility in the format as prescribed in **Annexure-D**;
- e) The Technical Proposal: The Technical Bid should be submitted in the format as prescribed in **Annexure-F** along with the covering letter in the format as prescribed in **Annexure-E**.
- f) The Commercial Proposal: The Technical Bid should be submitted in the format as prescribed in **Annexure-H** along with the covering letter in the format as prescribed in **Annexure-G**. Documents comprising the Commercial Proposal/Bid should be
- g) ECS Mandate in the format as prescribed in **Annexure-I**;
- h) Letter of Competency in the format as prescribed in **Annexure-J**;
- i) Resolution Matrix in the format in **Annexure-O**;
- j) Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure-N** (*The Pre-Contract Integrity Pact should be submitted neatly typed in on Rs.100/- non-judicial stamp paper duly signed by the authorized signatory and the same will be signed on behalf of NHB subsequently. The date of execution should be the date as mentioned in the Technical Bid by the Bidder*)
- k) Format of Bank Guarantee in the format prescribed in **Annexure-K**
- l) Service Level Agreement in the format in **Annexure-L**
- m) Confidentiality-cum-Non Disclosure Agreement in the format in **Annexure-M**
- n) Undertaking by Bidder in the format in **Annexure-P**

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Note: Bids without the RFP cost will be rejected summarily.

3.12 Bid Currency

Bids to be quoted in Indian Rupee only. Bids in currencies other than INR will not be considered.

3.13 Earnest Money Deposit (EMD)

As per Rule 170 of General Financial Rules (GFRs) 2017, Bidders are exempted from submission of bid security i.e. EMD deposit. Further, in lieu of Bid Security, Bidders are required to submit "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.

3.14 Implementation schedule

- The Bidder shall be responsible for delivery of the services as indicated in the scope of work. The bidder shall commence all services after completion of Transition Period.
- Billing cycle will commence only after execution of SLA as per terms of the RFP.

3.15 Performance Bank Guarantee (PBG)

- The selected Bidder will be required to provide a 3% of the total value of contract (**Please refer Total value of contract 'Z' of Annexure 'H'**) as Performance Guarantee (**Format at Annexure 'K'**), in the form of bank guarantee from a Scheduled Commercial Bank. The performance guarantee should be valid till at least three months period beyond the expiry of contract period i.e. 5 years. The same is required to be extended if the contract period is extended as per terms of RFP. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the bidder results into imposition of Liquidity Damages/Penalty, then NHB reserves the right to invoke the submitted Bank Guarantee.

3.16 Liquidity Damages

Please refer to **Section 5: Service Level Agreement and Penalty** for detailed Service Level Requirement and Penalty.

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Note:

- The liquidated damages as per clause would be deducted from the quarterly AMC payment.

3.17 Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for a period of 6 months from the date of submission of commercial Bid for acceptance by NHB.
- In exceptional circumstances NHB may solicit the Bidders' consent for extension of the period of validity. Any such request and response thereto shall be made in writing. The Bid security/EMD provided shall also be extended.

3.18 Format and Signing of Bids

- Each Bid shall be submitted in two parts:
- Part I: consists of Minimum Eligibility Criteria, Technical Bid and Masked Commercial Bid [price Bids without any price]. The above contents will be referred to as "Technical Proposal".
- Part II: covering only the Commercial Bid herein referred to as "Commercial Proposal"
- The Original Bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall put their initials on all pages of the Bids, except for un-amended printed literature.

3.19 Sealing and Marking of Bids

- All the envelopes shall be addressed to NHB at the address given below:
The General Manager
Information Technology Department
National Housing Bank
Core 5A, 3rd Floor, India Habitat Centre
Lodhi Road
New Delhi – 110003
- All envelopes should indicate on the cover the name and address of Bidder along with contact number.
- The Bidder shall seal the envelopes containing Technical and Commercial proposals

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separately.

- The envelope should be non-window and separately superscribed as indicated in **Section 6 of the RFP**.
- If the envelope is not sealed and marked, NHB will assume no responsibility for the Bid's misplacement or its premature opening.
- Bids not sealed properly shall not be considered and will stand rejected without recourse.

3.20 Deadline for submission of Bids

- The Bids must be received by NHB at the addressed specified, not later than the last date of Bid submission as indicated above.
- In the event of the specified date for the submission of Bids, being declared a holiday for NHB, the Bids will be received up to the appointed time on the next working day.
- NHB may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents with intimation on NHB's website, in which case, all rights and obligations of NHB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.21 Late Bids

Any Bid received by NHB after the deadline for submission of Bids prescribed by NHB will be rejected and returned unopened to the Bidder.

3.22 Opening of Bids by NHB

- On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who will attend the meeting on the specified date and time.
- Place of Opening of Technical Bids: Head Office, NHB.
- The Bidder name and presence or absence of requisite RFP cost and such other details as NHB, at its discretion may consider appropriate, will be announced at the time of Technical Bid opening.

3.23 Clarification of Bids

During evaluation of Bids, NHB, at its discretion, may ask the Bidder for clarification of

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its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

3.24 Preliminary Examinations

- NHB will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/ documents attached and the Bids are generally in order etc.
- NHB may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- The decision of NHB is final towards evaluation of the Bid documents.

3.25 Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of NHB unless NHB agrees to the Bidder's specific request/s, in writing that the proposal and documentation be returned or destroyed.

3.26 Instructions to the Bidders

The Bidder shall not outsource the work assigned by NHB, to any third party except with NHB's prior written consent and attend all complaints registered by NHB through its own service/support infrastructure only.

3.27 Price Composition & Variation

- The Bidder should clearly furnish the cost matrix strictly as per the structure, if any. Any deviation may lead to Bid rejection. Also, no options should be quoted other than as per the Commercial Bid. Wherever options are given, the Bid is liable to be rejected.
- The commercial offer shall be on a fixed price basis. No price variation relating to cost of consultancy excl. taxes (present and future) will be entertained for any work assigned during the period of contract.
- Only GST will be paid as actual as per statutory revision.
- Date of implementation of project shall be date of the sign-off. The same date shall be considered for renewal of support services etc., if applicable.

3.28 Timely availability of Support Services

The Bidder should have proper and adequate support mechanism in place at New Delhi, Mumbai and other locations of the Bank to provide all necessary support under this

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project.

3.29 Manuals/Drawings

The Bidder shall provide complete technical and other documentation/s for the services supplied during the period of contract. All the manuals shall be in English and must be clearly indicative of services supplied.

3.30 Bid Evaluation

- The Bank may use the services of external consultant for normalization of bids and evaluation of bids
- Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) as per terms of RFP.
- **Detailed bid evaluation methodology and selection of bidder is given in Section 6.**
- Arithmetic errors correction:
 - Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:
 - If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, its bid will be rejected.
 - If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
 - If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
 - Figures mentioned in words will be treated as final in case there is mismatch between price quoted in figures and price quoted in words.

3.31 Modification and Withdrawal

- Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.
- The Bidders are advised to submit the Bids only after the Pre-Bid Meeting as the Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be allowed to be modified after the deadline for submission of Bids. No Bidder shall be allowed to withdraw the Bid if Bidder happens to be successful Bidder.
- NHB has the right to reject any or all Bids received without assigning any reason

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whatsoever. NHB shall not be responsible for non-receipt / non- delivery of the Bid documents due to any reason whatsoever.

- Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

3.32 Revelation of Prices

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the Commercial Bid. Failure to do so will make the Bid liable to be rejected.

3.33 Terms and Conditions of the Bidding firms

The Bidding firms are not required to impose their own terms and conditions to the Bid and if submitted will not be considered as forming part of their Bids. The Bidders are advised to clearly specify the deviations as per Annexure-C, in case terms and conditions of the contract applicable to this RFP are not acceptable to them. The Bidders should also describe clearly in what respect and up to what extent the equipment and services being offered differ/ deviate from the specifications laid down in the specifications and requirements.

3.34 Local conditions

Bidders must acquaint themselves with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

3.35 Contacting NHB or putting outside influence

Bidders are forbidden to contact NHB or its Consultants on any matter relating to this Bid from the time of submission of Commercial Bid to the time the contract is awarded. Any effort on the part of the Bidder to influence Bid evaluation process, or contract award decision may result in the rejection of the Bid.

3.36 Proposal Content

The Bidders' proposals are central to the evaluation and selection process. Therefore, it is important that the Bidders carefully prepare the proposal. The quality of the Bidder's proposal will be viewed as an indicator of the Bidder's capability to provide the solution and Bidder's interest in the project.

3.37 Banned or Delisted Bidder

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Bidders have to give a declaration that they have not been banned or delisted by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries. If a Bidder has been banned by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries, this fact must be clearly stated. If this declaration is not given, the Bid will be rejected as non-responsive. This declaration will be submitted along with the Technical Bid

3.38 Compliance with Laws

- a) The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- b) The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Consultant.
- c) In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Consultant under this contract.

3.39 Intellectual Property Rights

The Bidder warrants that in the event of its selection as the Service Provider: -

- a) The Inputs to be provided by it shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

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- b) It further warrants that the Deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- c) In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the Bidder shall, at its choice and expense: (a) procure for NHB the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse NHB for any amounts paid to the Bidder for such Deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB . However, NHB shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of NHB to use the proposed solution.
- d) The Bidder acknowledges that business logics, workflows, delegation and decision making processes of NHB are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met and in case the system is unable to facilitate the processes duly supported by various requirements as envisaged in the RFP.

3.40 False / Incomplete statement

Any statement/declaration made by the Bidder, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender/Bid process or in the event of his Bid/tender having been accepted, at any stage of the contract, shall render his/their Bid(s)/tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:

- a) If such statement is found at the tender stage, his total earnest money/EMD shall be forfeited and tender/Bid will be summarily rejected.
- b) In case such a statement is found at the contract stage, NHB may take at its discretion appropriate action as provided in the RFP for termination of the contract including invocation of the PBG.

3.41 Restriction on procurement from a Bidder of a country which shares a land border with India:

- Any Bidder from a country which shares a land border with India will be eligible to

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bid in this tender only if the Bidder is registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

However, such registration is not required for being eligible under this RFP in case the Bidders are from countries (even if sharing land border with India) to which Government of India has extended lines of credit or in which the Government of India is engaged in development projects, as per the updated list of such countries given on website of Ministry of External Affairs.

- The Bidder shall also submit a certificate as per the format enclosed as **Annexure P**. If such certificate given by the successful Bidder is found to be false, this would be a ground for immediate termination of the contract and for further legal action in accordance with law.
- For the purpose of this clause:
 - a) "Bidder" (including the term 'tender', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - b) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary or an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
 - c) The beneficial owner for the purpose of (b) above will be as under.
 - i. In case of company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

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“Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;

“Control” shall include the right to appoint majority of the directors or to control the management or policy decision including by virtue of their shareholding or management rights or shareholders agreement or voting agreement;

- ii. In case of partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control ownership.
- d) An Agent is a person employed to do any act for another, or to preset another in dealings with third person.

4. Scope of Work

NHB intends to select a Service Provider for outsourcing of its Facility Management Services comprising of Comprehensive Annual Maintenance Contract (AMC) and Facility Management Services for Data Centre & Disaster Recovery site and for end user devices for a period of 5 years on TCO basis with the following objectives and envisaged outcomes that the Service Provider has to ensure throughout the contract period.

- ✓ Establish effective and efficient Infrastructure monitoring & management practices to ensure reliability, availability, quality of services and security of the Information systems
- ✓ Observe best practices required to Operate, Maintain, Manage, Support and Service
- ✓ Help the bank to focus on the core business activities, service delivery to its customers & administration.

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- ✓ Help the bank in freeing from the problems relating to vendor management, infrastructure, security, and performance management.
- ✓ Incorporate/adhere the security and Interoperability guidelines issued by the bank during the contract.
- ✓ Reduce costs of Infrastructure Monitoring and Management for the bank.
- ✓ Ensure compliance to the audits and the observations of regulatory bodies.
- ✓ Provide effective FMS as per the detailed scope defined in this RFP document.

PRESENT SETUP at NHB

NHB has centralized setup with Data Centre [DC] at New Delhi and Disaster Recovery [DR] Site at Mumbai. All applications are hosted at Data Centre, New Delhi and are accessed by all offices/locations over MPLS VPN WAN/Internet. NHB at present has MPLS connectivity between Delhi, Mumbai & Other offices as under:

A. Wide Area Network (MPLS)

Presently NHB has MPLS VPN connectivity between New Delhi, Mumbai & other offices. MPLS VPN services are in managed mode.

B. Local Area Network

At New Delhi and Mumbai offices the LAN is based on Layer 3 and Layer 2 switches. The switches used at the locations are managed. All switches are property of NHB and are under Warranty/AMC with respective vendors.

- At Delhi and Mumbai Bank has deployed Cisco series switches
- At Delhi and Mumbai Bank has installed Cisco ASA Firewalls.
- Other offices are connected to Head office over MPLS. The offices access Bank's hosted IT services over MPLS VPN. MPLS VPN network as well as the premises MPLS VPN equipment is managed by present MPLS VPN connectivity provider.
- Refer Appendix D for broad list of network inventory.

C. Applications / Internet / Intranet etc.

- Bank has setup Domain Controller (DC) & ADC for managing its environment.
- Bank has implemented SAP ERP system for most of its business operations.
- Bank has implemented Office365 for mailing solution.
- Internet dedicated bandwidth from two different service providers is available at Delhi and Internet broadband is available at Mumbai. The bandwidths are used for Internet browsing and other web-based services.
- NHB at its Delhi Office has implemented proxy server with web caching, web content filtering integrated with Active Directory at DC for user authentication and controlling user Internet access. Bank has implemented Cisco Next Gen Firewall & routers for end-to-end network management, Antivirus solution, Websense, two factor solution, SSL-VPN etc at its DC.

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- Centralised Manage Engine solution is implemented at DC, New Delhi, as EMS and to automate asset management and other infra management modules.
- Bank uses news feed services such as Refinitiv and Cogencis at its treasury department. Further, Bank has implemented eKuber/CBLO and other applications sponsored by RBI/CCIL etc. for treasury operations.
- The Bank's website is hosted with third party. Content management is also outsourced.
- The Bank's Data Centre hosts number of applications which are publicly accessible over internet which have been developed and maintained by 3rd party. Similarly, intranet applications are developed and maintained by third party

D. End Computing Devices

- The Bank has provided its users with desktop computers, laptops, iPads etc. The PC / laptops are installed/configured with office automation software, antivirus, SAP, VPN client and basic utilities (acrobat reader etc), etc.
- The Bank has implemented Authshield's two factor authentication for desktop and laptops.

E. Video Conferencing

- There are two types of Video Conferencing facilities available in the Bank i.e. (i) Polycom based on-premise VC solution and (ii) CISCO Webex meeting solution (cloud)
- The Bank has deployed video conferencing solution at all locations/offices. The solution is a mix of hardware/software based. The core infrastructure installed at Head Office, New Delhi consists of Polycom RPAD, Polycom VBP 5300LF2 Firewall/NAT traversal unit, HDX 7000, HDX 4000 and RMX 2000.
- The VC equipments are deployed at all Bank's ROs and RROs.
- The video conferencing is carried over existing WAN (no separate network for VC is implemented) and Internet.
- The Bank is planning to upgrade the existing VC setup.

F. Hardware and Licensed Software

- Bank at its Data Centre has Rack and Blade Servers majority of Intel. Details are provided in Annexure B. The Bank uses Hitachi SAN Storage Systems (VSP G400)
- The Operating System used in the servers are Windows 2008 to Windows 2012.
- The Bank uses SQL database for its applications. The versions available are SQL 2008, 2012, 2016, 2017 etc.
- The Bank is currently using Netvault Backup solution for backup and restore management. The Bank is in the process of upgrading the Backup Solution to disk-based backup solution.

Detailed Scope of Work

The Selected Bidder shall provide Facility Management Services including Comprehensive Annual Maintenance Services for Data Centre and Disaster Recovery Site equipment and all end user

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devices which are not covered under warranty which inter-alia include replacement of parts as and when required at Bank's offices in Delhi, Mumbai and other locations.

Facility Management Services shall be provided by the Bidder for all the equipment indicated in the Annexure irrespective of they are under AMC/warranty.

The Bidder shall submit complete details of Personnel to be deployed at the Bank. The bidder shall carryout due-diligence, background verification and submit referral check including Police verification for all their personnel deployed at the Bank. The Bank reserves the right to accept/reject the proposed personnel.

The Bank is looking forward for the delivery of following broad area of services under the project:

1. Project Management and Governance
2. Delivery of services based on ITIL v3 framework
3. Transition Management
4. Service/Help Desk
5. Data Centre & DR Site Managed Services
6. Server Administration/Management
7. Database Administration Services
8. Server Virtualization Services
9. Anti-Virus Management
10. Backup/Restore Management
11. Storage Administration and Management
12. Security Administration Services
13. Internet and Web Gateway Security Management
14. Network Management Services
15. Patch Management Services
16. EMS Tools Management
17. Disaster Recovery Site Management
18. Server and Desktop Management Services
19. User Management Services
20. Install, Moves, Adds, Changes Services
21. Asset/Inventory Management
22. Vendor Management Services
23. License Management
24. VC Management
25. IP Telephony Management
26. Comprehensive AMC Services
27. LAN Management
28. Miscellaneous Services
29. Business application Support

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30. Statement of Work – Application Services
31. Miscellaneous Activities, Documentation and Reporting

Bidder shall be required to deliver all the following services and improve upon them on continuous basis throughout the project lifecycle. The detailed scope of work is given below:

4.1. Project Management and Governance

Bidder shall follow the Project Management and Governance methodology having comprehensive set of methods, practices, and techniques to support successful delivery of the proposed project to achieve the business goal of the Bank. Bidder needs to focus in the following areas as part of its comprehensive Project Methodology.

- a) Aligning the project plans with Bank's business plans to verify the project meets the business requirements
- b) Defining project expectations, objectives, milestones, and deliverables to reduce the risk associated with implementation of the solution.
- c) Assigning direct ownership of project deliverables and dependencies with clarity and focused approach.
- d) Executing effective and flexible communication methods to bring common understanding on the status of the project.
- e) Monitoring the risk plan and executing contingency plans to minimize the impact on the project.
- f) Managing changes to scope which impact the schedule, quality and costs to align the changes with Bank's priorities.
- g) Tracking implementation of the solution to minimize impact on Bank's business continuity.
- h) Continuous improvement in service delivery throughout the project lifecycle.
- i) Innovative use of the available technology to meet the expectation of bank in achieving its business goal.

The Bidder shall deploy Project Manager(s) at Bank's Head Office at New Delhi on weekly basis and on call basis. The Project Manager and Operation Team Lead will manage the project as a whole and act as an interface between Bank and the Bidder during the contract period. He will be single point of contact on behalf of Bidder.

Project Manager – Roles and Responsibilities

Project Management/Governance responsibilities would primarily cover the following:

- a) To prepare project plan, managing the contingencies, resource management & logistics while maintaining service delivery.
- b) To conduct periodic audits for identifying risks, quality of service and advise mitigation strategy. Frequency of such audits should be at least quarterly.
- c) To design, implement and demonstrate processes in line with world class best practices and ensure continuous improvement of services
- d) To training its resources.
- e) To factor resource redundancy plan for better continuity and reliability of services.
- f) To create documentation for all the processes in line with quality standards.

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- g) Smooth taking over of the FMS from the existing service provider during the transition phase.
- h) Implementation of tools and delivery of services must adhere to IT policy, IT security policy or any such guideline of the bank.
- i) Sharing knowledge and value addition with Bank's IT team on continuous basis. Provide strategic and tactical recommendations in relation to technology related issues and technology improvement.
- j) Innovative and effective use of EMS tools in delivering services
- k) Overall responsibility for delivery of services as per the Scope of Work and Service Level Agreement (SLA).
- l) Provide escalation to Service Provider's senior management if required.
- m) Resolve deviations from the phased project plan.
- n) Conduct monthly scheduled project status/review meetings involving officials of the Service Provider and Bank's IT Team.
- o) Submission of all periodic reports
- p) Preparatory activities and submission of all related information required to facilitate Bank in clearing invoices submitted by Service Provider.
- q) Provide necessary support and information to internal or external auditors or any other agency in carrying out audit of systems/procedures.
- r) Compliance with audit observations and IT security policies.

4.2. Delivery of services based on ITIL v3 framework

The Bidder shall use ITIL v3 based framework for the delivery of services under the project. The bidder shall submit at the start of project, detailed methodology including organizational setup, project management and transition plan which is proposed to be followed by itself for the delivery of services during the contract period using ITIL framework.

4.3. Transition Management

The Bidder shall have his team onsite for takeover from existing vendor for a minimum transition period of 14 days prior to beginning of the contract. This will be treated as knowledge transfer phase and no payments will be made for this period. During this transition period, the Bidder shall maintain steady operation of all services and maintenance of current service and takeover controls and responsibility from the existing vendor. The bidder shall be required to improve and optimize on the current processes by studying and analyzing the existing processes with reference to ITIL framework. The gaps in the current process shall be reported and improvement plans shall be implemented in consultation with the Bank.

4.4. Service / Help Desk

- 4.4.1 Shall provide "ownership-to-resolution" of all help desk calls, monitor and report on the progress of problem resolution, confirm resolution of the problem with the End User, and log the final resolution via the problem management system;
- 4.4.2 Shall record, analyze and report on calls received by the help desk, including:
 - a. Call volumes and duration,
 - b. Incident & Problem trends,

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c. Call resolution time.

- 4.4.3 Shall assign priorities to problems, queries, and requests based on the guidelines/SLA provided by the Bank
- 4.4.4 Shall monitor and report to Bank on maintenance vendor performance.
- 4.4.5 Shall monitor and report to Bank on SLA's with various 3rd party vendors (including WAN vendor).
- 4.4.6 Shall provide input to Bank on End User training requirements based on help desk call tracking and analysis.
- 4.4.7 The Bidder is to ensure the best practices for IT Service Management using ITIL Framework for Service Desk Operations. The bidder should introduce new ITIL complaint practices and/or improve the existing practices.
- 4.4.8 The Bank is currently using Manage Engine Products - ServiceDesk Plus, OpManager, AD Manager Plus, AD Audit Plus, Exchange Reporter Plus, Event Log Analyzer, AD Self Service Plus, Desktop Central and Recovery Manager Plus. The Bidder should continue to use these products to map processes. The Bidder can suggest additional tools to improve the performance.
- 4.4.9 Manage Engine Tool has been configured and being used for IT infrastructure related services including helpdesk operations, asset management etc. The tool should act as single-point-of-contact, via telephone, email and web assistance for Bank's End Users who require assistance in the resolution of problems, concerns, query and to request Services.
- 4.4.10 The Bidder will provide support using appropriate software tools and skilled Service desk personnel during agreed service window. Generally, the users are required to log the call through Service Center but in case of network not available or any other emergency, users can also call the centralized Service Desk to log the call and get assistance through a designated person who will provide telephone support during such hours.
- 4.4.11 The Bidder should implement new processes, if any, with high focus on improving first call resolution and drive productivity and proactive measures.
- 4.4.12 The Bidder shall provide online support / resolution of problem using tools for shadowing of user screen, taking control of remote desktops.
- 4.4.13 The Helpdesk module manages the complex relationships between user problems and network events and supports following features:
 - a. Web Interface
 - b. Trouble ticketing
 - c. Automatically and efficiently tracks, logs and escalates user interactions and requests
 - d. End users are able to submit and check the status of reported problems via web interface
 - e. Technical Specialists are able to view, change the status of the calls, reassign / transfer the call to other technical specialist through the Web Interface
 - f. Able to generate various customized Service Level Reports e.g. Open Call Reports, Closed Call Reports, Problem Area / Location specific Reports, downtime reports etc

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- g. Help desk offers ITIL framework based templates that can be configured and used for the support, monitoring and tracking of any of the desired services Helpdesk allows changes, incidents, problems, service calls and templates to be related to each other.
- 4.4.14 Supports planned outages for activities, which require a shut-down of a node for a period, which results in outage of a particular Service.
- 4.4.15 When incidents are created either manually or automatically, helpdesk retrieves the most appropriate service level and this in turn contributes to the automatic calculation of the event resolution deadline.
- 4.4.16 The helpdesk allows tracking progress of an incident with well-defined timeline-based event/escalation management.
- 4.4.17 Supports monitoring of the operating status of current asset inventory so that future asset needs can be effectively planned and budgeted for.
- 4.4.18 The escalation matrix is defined based upon Nature / Severity / Other Defined Parameters.
- 4.4.19 Escalation methods include E-mail Notifications using Bank's Office365 mailing solution and other operational methods such as popup screens, color coded messages and tickers.
- 4.4.20 Bidder must configure and update the knowledgebase (license being procured), SOPs on regular basis for all the services under the scope of this project.
- 4.4.21 In addition to the normal duties, the helpdesk shall be required to provide IT support to the residence of the senior executives at New Delhi. The helpdesk executive should have knowledge of handling all types of end user devices viz. PC, Laptop, Printer, Scanner, iPad, Tablets, mobiles (with different operating system & make), internet and should also have appropriate skills, communication skills, aptitude and experience in handling requests of senior executives. This also includes liasoning of Internet service provider and WiFi vendor and restoration of failed services.
- 4.4.22 The helpdesk services may be required on Bank Holidays/Sundays/Gazetted Holidays and beyond the specified service window.

4.5. Data Centre (DC) and Disaster Recovery Site (DR) management

The broad scope of work for DC and DR infrastructure maintenance is given below:

- 4.5.1 The Bidder shall ensure and take necessary steps to ensure Data Centre operations and maintenance. Further, bidder shall recommend solutions, prepare documentations, and project plans to ensure:
 - (i) Efficient power usage without impacting the data centre operations
 - (ii) Scalability to meet future IT requirements.
 - (iii) Availability and redundancy for all critical components to provide maximum uptime
 - (iv) End to end security to protect against malicious attacks, theft, natural disasters
 - (v) Monitor ongoing health of data center and detect failures
- 4.5.2 Maintenance of the necessary basic Infrastructure like UPS, Stabilizers and Air-Conditioning System, Security & Fire Alarm System, Electrical work like Lighting system, power cabling

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etc, Fire Detection and Control system, Power Cabling, etc. List of the Data Centre equipment is provided in **Appendix - 2**.

- 4.5.3 Maintenance of the multi-layer Physical Security infrastructure like biometric access-control system, CCTV/ surveillance systems.
- 4.5.4 Successful bidder will undertake Facility Management service for Data Centre Infrastructure onsite on 24x7 basis. The work involves monitoring, operations and management of Data Centre Infrastructure with 99.99 % up time measured on monthly basis. All the critical calls will be attended at response time 10 minutes.
- 4.5.5 To monitor, manage and troubleshoot the various components of the data centre infrastructure components including Power, Precision Air-conditioning system, Fire Detection System, Smoke Detection System, Access Control, Surveillance System etc and to provide the first level support in case of any issues.
- 4.5.6 Selected Bidder should perform periodic Drills at Data Centre for smooth operation of Data Centre. **Reports of Drills (minimum quarterly) should be submitted to the Bank.**
- 4.5.7 As this is a comprehensive contract, maintenance of equipment and replacement of all new original spares in original packing for proper functioning of all systems and includes all Hardware (both under warranty and not under warranty). The services consist of preventive and corrective maintenance and include carrying out necessary repairs
- 4.5.8 Payment towards consumables like filters, fire extinguisher gas, etc shall be reimbursed on actual basis on production of relevant bills.
- 4.5.9 The Bidder shall carry out preventive and corrective maintenance activities on quarterly basis. The bidder shall maintain the LogBook for such preventive and corrective maintenance activities. For such preventive maintenance, the Bidder shall inform the Bank prior to 3 days and undertake the activity with written consent of the Bank. For Scheduled and Preventive Maintenance by Bidder for the Hardware /or Software /or Active /or Passive shall be done with written prior intimation to Bank at least 72 hours in advance.
- 4.5.10 Preventive Maintenance Activities should include the following
 - a. Checking for any loose contacts in the cables & connections for the respective infrastructure and equipment.
 - b. Run diagnostics tests on respective infrastructure and equipment.
 - c. Cleaning and removal of dust and dirt from the interior and exterior of the equipment.
 - d. Ensuring that wiring diagrams are updated, whenever there are modifications.
 - e. Ensuring the management of rack space equipment as needed.
 - f. Ensuring that all Media (CD/DVD) of Software/Tools, OEM Documentation (Knowledge base), Manuals, backup tapes, disks and other media are kept properly labeled and organized in Catalogue. Carrying out and verifying back-ups consistency on regular interval.
 - g. Checking and listing all wear and tear of the equipment and site environment
 - h. Ensuring no flammable material is present.

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- i. Bidder needs to ensure cleanliness within Data center. Data Centre need to be cleaned regularly.
- 4.5.11 Corrective Maintenance Services should include the following.
- a. Warranty and maintenance/ troubleshooting of hardware problem of IT Infrastructure including network (active / passive) equipment's, Security and Non-IT infrastructure equipment's, UPS, AC etc and rectification of the same.
 - b. Troubleshooting of problems arising in the network and resolving the same.
 - c. Documentation of problems, isolation, cause and rectification procedures for building knowledge base for the known problems.
 - d. The Bidder shall keep a format (including registration of complaints/ problems) of corrective maintenance services and shall provide to Bank as and when required.
- 4.5.12 Selected bidder should maintain all the equipment as per OEM guidelines and should take corrective action suggested in preventive maintenance report. No additional payment will be made for any equipment/accessory replacement recommended by OEM i.e. **replacement of equipment and/or associated accessories should be covered under AMC itself.**
- 4.5.13 The selected bidder shall have to maintain necessary onsite or offsite spares to ensure that the SLA is met for the entire contract period. The selected bidder should directly provide necessary Comprehensive AMC arrangement.
- 4.5.14 Component that is reported to be down should be either fully repaired or replaced by suitable temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA) till such time of permanent remedy. In case the selected bidder fails to meet these standards, penalty will be imposed, as specified in the SLA.
- 4.5.15 Selected bidder will be handed over the data centre equipment's for maintenance on AS IS condition and must maintain the same.
- 4.5.16 The selected bidder shall implement BMS/DCIM, as and when procured by the Bank, at no additional cost. After implementation of BMS/DCIM, the bidder shall provide necessary manuals/documentation/Policy to provide periodical Reports of DCIM/BMS Equipment based on standard Data Centre Practice as per ISO.
- 4.5.17 The selected bidder shall maintain time schedules on operation of the DC, monitor its smooth running of the system, observe for Alarms, and take appropriate action, perform periodical audits, maintain logs of all operations and schedule corrective action if required for smooth functioning of Data Centre. The plans for such activities must be provided to the Bank for approval.
- 4.5.18 The selected bidder shall monitor the fire alarm system, test Fire Detection System for normal functioning, conduct drills and emergency evacuation messaging in case of fire.
- 4.5.19 The selected bidder shall monitor the CCTV cameras on the monitors provided, maintain record of events - back up to be taken (Bank will provide the Media), Refresh Hard Disks for continuous operation & recording and inform deviations from normal captured on camera to Bank's IT personnel.

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- 4.5.20 The selected bidder shall monitor working of all access control doors of Data Centre, monitor access card events in the access control software, monitor communication status of access doors in access control software, submission of access card event report for the client and keep record of the system.
- 4.5.21 The selected bidder shall monitor the Gas Based Fire Suppression Systems implemented in DC and respond to any alarms if it occurs and identify the reason, monitor gas cylinder pressure gauge level for any leakage and periodically pressure test of Novec sprinkler system for compliance.
- 4.5.22 The selected bidder shall physically monitor UPS and Server Room ACs and take corrective action for abnormality and co-ordinate with equipment supplier for immediate resolution. Bidder should report the critical events immediately and take the corrective action. The bidder should conduct periodic drills (planned) to ensure smooth working of all equipment.
- 4.5.23 The bidder shall ensure that the engineers deputed are professional, trained Engineers whose role would be to ensure overall co-ordination with the client apart from ensuring smooth functioning of the system.
- 4.5.24 The bidder shall facilitate various internal & external audits e.g. statutory audit, IS Audit, Security Audit, Compliance Audit, regulatory audits etc. and undertake compliance to the observations made during audit(s). Bidder shall also suggest and recommend infrastructural requirement, if any, to the Bank for the purpose of giving audit compliance.

4.6 Server Administration/ Management

Bidder shall provide the server administration and monitoring service to keep servers stable, operating efficiently and reliably.

- 4.6.1 Administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, Biometric enrollment & authentication, providing ongoing user password support, and providing administrative support for print, file, and directory services.
- 4.6.2 Management of the usernames, roles and passwords of all the relevant subsystems, including, but not limited to servers, applications, devices, etc.
- 4.6.3 Setting up and configuring servers as per configurations documents/ guidelines provided by Bank.
- 4.6.4 Installation/Upgrade/re-installation of the server operating systems and operating system utilities on existing or new servers. In case of servers with OEM/ 3rd party vendor support, bidder shall co-ordinate with the OEM/3rd party vendor for the performance of such activities.
- 4.6.5 OS Administration including troubleshooting, hardening, patch deployment for all kind of operating systems viz. MS Windows, UNIX, Linux etc. and Virtualization software (VMWARE, Hypervisor etc.).
- 4.6.6 Managing file systems and configuration.

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- 4.6.7 Ensure proper configuration of server parameters, operating systems administration, hardening, tuning and integration with Syslog server/SIEM tools etc. as per the requirement of the Bank.
- 4.6.8 Regular backup of servers as per backup policies of Bank and its restoration as and when required by Bank with appropriate permissions. Proper check of restorability of backup media needs to be carried out periodically as defined by Bank.
- 4.6.9 Regularly monitor and maintain a log of the performance monitoring of servers including but not limited to monitoring of CPU, disk space, memory utilization, I/O utilization, etc.
- 4.6.10 Regular analysis of events and logs and maintain the reports for future audit purpose.
- 4.6.11 Apply OS Patches and updates.
- 4.6.12 Installation/updation/Rollback of Bank's business applications based on guidelines provided by Bank. Period installation/updation/Rollback of business applications patches as and when released by Bank. However, the patch testing shall not be the responsibility of Bidder.
- 4.6.13 Responsible for periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measures.
- 4.6.14 Logical access control of user and groups on system.
- 4.6.15 Responsible for managing uptime of servers as per SLAs.
- 4.6.16 Take appropriate steps to comply with the audit observations made by various internal/ external auditors.
- 4.6.17 Inform to the Bank about any gaps & improvement related with security, performance, organization in the current setup.
- 4.6.18 Regular BIOS & firmware upgrade of Infrastructure.
- 4.6.19 Depending on the nature of applications deployed, Bidder shall suggest appropriate security measures to be applied on various servers.
- 4.6.20 Installation of other software e.g., Application Server (IIS/Tomcat/JBoss/ Application Server), IBM Websphere application server, Middleware tools, Web services, Security software(s) etc.
- 4.6.21 Installation porting & configure of SSL certificates wherever required. SSL Certificates shall be provided by Bank.
- 4.6.22 Co-ordinate with SSL vendor for issuing and deployment of SSL certificates.
- 4.6.23 Installation, Management including installation/ re-installation, patch deployment, maintenance including Coordination with OEM /3rd party for Bio-metric authentication system.
- 4.6.24 Installation, Management including installation/ re-installation, patch deployment, maintenance including Coordination with OEM / 3rd party for e-kuber, Refinitiv, Cogencis, CBLO etc. for all the software deployed for treasury operation(s) by Bank at any stage during the contract period.
- 4.6.25 Up-gradation & Maintenance of Microsoft's Active Directory (MAD).

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- 4.6.26 Ensuring that the security policy is maintained and updates to the same are made regularly as per ISO 27001/BS 7799 and BS 15000, ISO 20000 guidelines.
- 4.6.27 Operating system hardening through appropriate configuration and patch updates.
- 4.6.28 Root domain administration by creating the root and sub-domains and setting the root level security policies such as authentication mechanisms (single/multi factor), password policies such as password length, password complexity, password expiry, account lockout policy, certificate policies, IPSEC policies etc.
- 4.6.29 Periodic reviews of domain level rights and privileges.
- 4.6.30 Preparation/updation of the new and existing Standard Operating Procedure (SOP) documents for all activities.

4.7 Database Administration (DBA) Services

Bidder will provide Database administration services including performance monitoring, performance tuning/ optimization, predictive maintenance of table spaces, log files, etc. as also administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support.

- 4.7.1 End-to-end management of databases on an ongoing basis to ensure smooth functioning of the same.
- 4.7.2 Management of changes to databases schema, disk space, storage, user roles.
- 4.7.3 Conduct code and configuration reviews to provide tuning inputs to Bank's IT Department and Bank's Application Development Team/vendor in order to improve the application performance or resolve bottlenecks, if any. The code refers to the code written in the back-end procedures/ packages in Database. The DBA will be required to review the code purely in terms of performance and syntax and not in terms of business logic.
- 4.7.4 Performance monitoring and tuning of the databases on a regular basis including, preventive maintenance of the databases.
- 4.7.5 Management of database upgrade or patch upgrade as and when required with minimal downtime.
- 4.7.6 Regular backups for all databases in accordance with the backup and archive policies of the bank. Also conduct recovery whenever required with appropriate permissions.
- 4.7.7 The DBA services shall be required for all the existing or new, production, development, or test database, created during the contract period at Data Centre and DR Site.
- 4.7.8 Installation/re-installation, configuration of SQL software (or any other Database software) on Windows, Unix, Linux or on any other platform deployed by Bank during the contract period.
- 4.7.9 Create and maintain database required for development, testing and production environments.
- 4.7.10 Upgradation of SQL (or any other Database software) database versions, patches etc as decided by Bank.

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- 4.7.11 Plan for changes in the size of databases due to business growth and project implementation based on information supplied by Bank and reviewing plans with Bank on a regular basis for comment and approval.
- 4.7.12 Performing database shutdowns and restarts, as necessary.
- 4.7.13 Undertake tasks including managing changes to database schema, disk space, storage, user roles and privileges as per Bank's requirement and maintain security as per Bank's IT security policy.
- 4.7.14 Performing reorganizations to optimize performance when required.
- 4.7.15 Maintaining the databases to meet performance standards, maximize efficiency and minimize outages, as necessary and proactively reviewing database logs and alert logs and taking appropriate actions
- 4.7.16 Maintaining, updating, and implementing database archive processes and procedures to recover from an outage or corruption in a timely manner, to meet Bank's BCP document and business requirements.
- 4.7.17 Proactively providing capacity planning to prevent situations caused by lack of capacity (for example, dataset or table space capacity events, full log files etc.).
- 4.7.18 Setting and tuning system parameters for optimum database response and functions.
- 4.7.19 Provide performance monitoring and tuning services on the server databases.
- 4.7.20 Building appropriate indexes, specifying large enough buffers and caches, aligning the database implementation with IT infrastructure, monitoring databases and applications, reorganizing databases, etc.
- 4.7.21 Developing, documenting and maintaining physical database standards and procedures.
- 4.7.22 Manage database upgrade or patch upgrade as and when required with minimal downtime.
- 4.7.23 Backup and restoration of databases as per bank's backup policy.
- 4.7.24 Synchronization of database of DR site (Standby Database) with that of production database as per prevalent Policy of Bank.
- 4.7.25 Maintaining critical application databases in high availability. Management of Cluster Manager, instance monitoring/tuning, instance failover and recovery as well as cluster interconnects.
- 4.7.26 Perform general technical trouble shooting and give consultation to application development teams/vendor of Bank.
- 4.7.27 Deploying patches/releases/scripts/ad-hoc reports for applications (In-house/ products) as advised by Bank's team.
- 4.7.28 Help application development teams in troubleshooting of SQL specific (technical) errors/ issues and SQL tuning. However, errors due to business logic or data problem shall not come under the DBA role.
- 4.7.29 Log support cases as necessary and effectively work with Microsoft (OEM/ database service support provider)
- 4.7.30 Maintaining databases on a Storage Area Network (SAN) utilizing disk storage from various vendors.

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- 4.7.31 Troubleshoots with problems regarding the databases, applications and development tools etc.
- 4.7.32 Administer all database objects, including tables, clusters, indexes, views, sequences, packages and procedures.
- 4.7.33 Performance of all database related activities for implementation and maintenance of application software.
- 4.7.34 Database License management as per OEM policies
- 4.7.35 Updation and maintenance of SOPs.

4.8 Server Virtualization Services

- 4.8.1 Installation/re-installation, Configuration, management of Server Virtualization software.
- 4.8.2 Currently, Bank is using VMware vSphere 6 Enterprise Edition for server virtualization. During contract period, Bank may install any other Server virtualization product which also needs to be managed.
- 4.8.3 Creation, configuration and resource allocation of guest machines (VMs) on the host servers as per bank's requirements.
- 4.8.4 Deployment of OS, security patches, anti-virus and applications on the VMs.
- 4.8.5 Allocation of Logical Unit Numbers (LUNs) to VMs from SAN or any other storage box provided by Bank.
- 4.8.6 Ensure optimum performance and high availability of VMs making use of critical features of virtualization viz. VMotion, High availability, Dynamic workload management, dynamic provisioning services etc.
- 4.8.7 Backup and restoration of host server and VMs as per Bank's backup policy.
- 4.8.8 Preparation of the new and updation of the existing Standard Operating Procedure documents.
- 4.8.9 Conduct regular internal audits of all deployments at Data Centre and DR Site to identify the security gaps and improvement in current setup. Finding/ recommendations, if any, may be submitted to Bank.

4.9 Anti-Virus (AV) Management

Bank is currently using Symantec Antivirus software installed on Servers and desktops across the Bank. AV management service includes virus detection, eradication, logon administration, synchronization across servers / PCs / Laptops and support for required security classifications. The scope of services is applicable to all current and future versions of the AV software.

- 4.9.1 Support for virus control and loading of antivirus patches/signatures as and when available.
- 4.9.2 Installation/upgrade/support of Antivirus software clients on servers/desktops.
- 4.9.3 Keep all the servers/desktops updated with latest virus definition on real time basis.
- 4.9.4 Implementation policy of automatic updation of virus definition and patches.
- 4.9.5 Based on criticality of the service for this requirement, Bidder must act on proactive basis rather than act on reactive basis.

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- 4.9.6 Problem analysis and its resolution related to Antivirus.
- 4.9.7 Periodic review and reporting of logs and corrective action.
- 4.9.8 Register and update anti-virus tools periodically as per Bank's contract with the anti-virus tool vendor.
- 4.9.9 Must scan storage media viz. CD/DVD, Network Drives, pen drive etc. automatically in real-time when accessed.
- 4.9.10 Must scan formats supported by antivirus software.
- 4.9.11 Diagnose and rectify any virus, spam, worm problems, which can be fixed by the anti-virus tool.
- 4.9.12 Provide feedback to Bank on any new viruses detected or possible virus attack and take up promptly with OEM/ Support vendor for getting the vaccine and carry out the timely vaccination.
- 4.9.13 Provide monthly proactive and reactive performance reports.
- 4.9.14 Guide/suggest Bank on the effectiveness of anti-virus management and alternate remedial action, if any.
- 4.9.15 Conduct regular Internal Audits to identify the best possible solution architect for Bank's environment so as to use resources effectively & get the same implemented with the approval of Bank.
- 4.9.16 Prepare and update the Standard Operating Procedure (SOP) document on the A/v deployment architecture in Bank.

4.10 Back Up / Restore Management

Bidder will perform backup and restore management in accordance with Bank's policy and procedures for backup and restore, including performance of daily, weekly, monthly, quarterly, and annual backup functions (full volume and incremental) for data and software maintained on the servers and storage systems using Bank's Backup Solution.

- 4.10.1 Backup and restoration of Operating System, application, databases, and file system etc. in accordance with defined process / procedure / policy.
- 4.10.2 Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
- 4.10.3 Ensuring prompt execution of on-demand backups & restoration of volumes, files and database applications whenever required by User Departments or in case of upgrades and configuration changes to the system.
- 4.10.4 Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.
- 4.10.5 Media management including, but not limited to, tagging, cross-referencing, storing (both on-site and off-site), logging, testing, and vaulting in fireproof cabinets.
- 4.10.6 Installation, re-installation, upgrade and patch deployment of the Backup Software in the event of hardware/ Software failure, OS issues, release of new version or patches by the OEM etc.

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- 4.10.7 Performance analysis of infrastructure and rework of backup schedule for optimum utilization.
- 4.10.8 Generation and publishing of backup reports periodically.
- 4.10.9 Re-cycling of off-site tapes from the Off-site backup location (New Delhi) as identified by the bank.
- 4.10.10 Coordination for maintaining inventory of offsite tapes (at New Delhi).
- 4.10.11 Tape/ LTO library management – loading and unloading tapes, etc.
- 4.10.12 Coordinating to retrieve off-site media for in the event of any disaster recovery.
- 4.10.13 Forecasting tape requirements for backup.
- 4.10.14 Ensuring failed backups are restarted and completed successfully within the backup cycle.
- 4.10.15 Periodic Restoration Testing of the Backup.
- 4.10.16 Interacting with Process Owners in developing/maintaining Backup & Restoration Policies / Procedures.
- 4.10.17 Guide/suggest Bank for improvement/optimization of the existing backup/ restore policy.
- 4.10.18 Coordination with Backup Solution hardware / software vendor for resolution of problems as per SLA.
- 4.10.19 Maintain log of backup/restoration.
- 4.10.20 Update/ Maintain Standard Operating Procedure (SOP) documents.

4.11 Storage Administration and Management

- 4.11.1 Installation and configuration of the storage system at Data Centre and DR Site, as and when procured by the Bank.
- 4.11.2 Management of storage environment to maintain performance at desired optimum levels.
- 4.11.3 Development of storage management policy, configuration and management of disk array, storage virtualization, SAN fabric / switches, NAS, tape library, etc.
- 4.11.4 Configuration of SAN whenever a new application is hosted in the Data Centre or at DR Site. This shall include activities such as management of storage space, volume, RAID configuration, LUN, zone, security, business continuity volumes, NAS, performance, etc.
- 4.11.5 Preparation of Standard Operating Procedure (SoP) document for the Storage Administration.

4.12 Security Administration Services

Bidder shall be responsible for physical and electronic protection of data: access control, intrusion detection, virus protection, self-audit, incident response, security engineering, development and implementation of security policies and procedures, monitoring of logs of network / security devices / servers etc.

The Bidder must carry out tasks related to security devices (current and proposed to be added by Bank) independently. If required, for servers, network, AV etc has to coordinate with third party

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vendors/service providers and ensure that all the devices are secured, and entire Bank computing environment is protected.

- 4.12.1 Write and implement the policies to govern an organization's network environment and the systems that are connected to it.
- 4.12.2 Protect the entire network from malicious entities such as hackers, viruses, spyware etc.
- 4.12.3 Ensure the security of traffic that passes through the network.
- 4.12.4 Identify threats and work to create steps to defend against them
- 4.12.5 Defend systems against unauthorized access, modification and/or destruction
- 4.12.6 Upgrade, diagnose, manage and maintain IDS/IPS, Firewalls, Web Gateway Security and other Security / Network equipment added time to time by the Bank.
- 4.12.7 Apply operating system updates, signatures, patches and make configuration changes to tighten security. For servers, network devices to coordinate with respective teams.
- 4.12.8 Implementation / management of various security solutions as and when procured by the Bank.
- 4.12.9 Analyze current security requirements and make suggestions for improvements based on Bank IT Security policy and Industry best practices.
- 4.12.10 Designing architecture, configuration and management of security for online applications and services hosted or proposed to be hosted by the Bank.
- 4.12.11 Coordination with vendor during installation of security solutions and coordination with various teams during hosting of online services.
- 4.12.12 Coordination with vendor during implementation of various security measures, which Bank proposes to implement during the period of this contract.
- 4.12.13 Hardening of network & security devices, various operating systems on servers etc. For network devices, servers and operating systems assisting the respective teams for carrying out the same.
- 4.12.14 Continuous monitoring of logs generated by various network/security devices and coordinating with other teams for monitoring of logs generated by other systems.
- 4.12.15 Find security gaps by performing routine audits of hardware and software entities on the network and closing those gaps.
- 4.12.16 Respond to security breaches or other security incidents and coordinate with respective OEM in case of a new threat is observed to ensure that workaround / patch is made available for the same.
- 4.12.17 Coordination with Information Security auditors during audit of systems.
- 4.12.18 One-time Documentation of all the policies, security architecture etc across the systems and periodic review and upgrade.
- 4.12.19 Documents and provide upgrade to all information security policies and processes.
- 4.12.20 Maintain an inventory of security devices, servers, terminals and other access devices that are attached to the Network by coordinating with various teams.
- 4.12.21 Notify the responsible Information System Security Officer and the CISO of any suspected incidents in a timely manner, and investigation of incidents / blocking them.

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- 4.12.22 Perform vulnerability and penetration tests across all network segments in coordination with third party auditors as and when Bank engages them.
- 4.12.23 Manage and implement all network security processes and maintain proper reports for same.
- 4.12.24 Ensuring that the security policy is maintained and updates to the same are made regularly as per ISO 27001, / BS 7799 and BS 15000, ISO 20000 guidelines.
- 4.12.25 Implementation of IT security policies as advised by Bank from time to time.
- 4.12.26 Advise Bank in improving network/ security to protect Bank's data / information from both internal and external persons/attack.
- 4.12.27 Maintenance and management of security devices, including, but not limited to maintaining firewall services to restrict network protocols and traffic, detecting intrusions or unauthorized access to networks, systems, services, applications or data, protecting email gateways, firewalls, servers, from viruses.
- 4.12.28 Resolution and restoration of services in case of any possible attack and necessary disaster management.
- 4.12.29 Alert/advise Bank about any possible attack / hacking of services, unauthorized access / attempt by internal or external persons etc.
- 4.12.30 Ensure that network equipment, servers and other computing devices are physically secure.
- 4.12.31 Maintaining an updated knowledge base of all the published security vulnerabilities and virus threats for related software and microcode etc.
- 4.12.32 Configuration backup's for all security devices and time synchronization.
- 4.12.33 Implementing SSL, VPN, IPSEC etc.
- 4.12.34 Provide a well-designed access management system, security of physical and digital assets, data and network security, backup and recovery etc.

4.13 Internet and Web Gateway Security Management

4.13.1 Internet

- a. Monitoring of Internet links and co-ordination with ISP for restoration of failed link(s).
- b. Coordinating with Internet service provider for carrying out configuration changes as and when required by the Bank.
- c. Coordinating with Internet service provider for carrying out configuration changes, additional hardening etc as and when observed by various audits in the Bank.
- d. Implementation of Internet links in coordination with ISP as and when procured by the Bank.
- e. Periodic monitoring of internet links for bandwidth utilization.
- f. Coordination with service providers for hardening of routers.
- g. Maintenance of daily/weekly/monthly uptime report.
- h. Coordination with third party for management of external DNS entries.

4.13.2 Link Load balancers

- a. Installation/Configuration/re-installation/Management/Hardening of link load

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balancers. Need based Support of OEM / 3rd party vendor to be taken during installation/configuration.

- b. Creation of sub-domains on link load balancers.
- c. Co-ordination with ISP / third party for maintenance of DNS records.
- d. Setting up of QoS on link load balancers based on Bank requirement.

4.13.3 Web Gateway Security (WGS)

- a. Installation / re-installation / configuration / Hardening / management of Web Gateway Security (Proxy) appliance. Need based Support of OEM / 3rd party vendor to be taken during installation/configuration.
- b. Blocking / Un-blocking of - websites, Internet downloads, ports, content filtering etc., as per operational requirement.
- c. Creation / maintenance / documentation of policies on WGS as per Bank's guidelines.
- d. Periodic review of policies on WGS.
- e. Monitoring of signature updates, disk space, CPU utilization, Memory utilization etc., of appliance. Also includes updation of signatures in the appliances.
- f. Configuration of WGS for forwarding the logs to log monitoring/collection tools.
- g. Uploading of configuration to secondary appliance as and when changes are carried out on primary appliance.
- h. Periodic / critical reporting to Bank's officials based on WGS activities / logs.
- i. Generation of reports on daily basis for determining usage pattern i.e., top users, top websites visited, malwares detected etc and reporting to Bank.

4.13.4 Others (Common)

- a. Backup, Up-gradation and restoration of OS/configuration/logs of the device.
- b. Create/ update the Standard Operating Procedure (SOP), hardening, Internet access Policy document etc.
- c. Implementation of various audit observations.

4.14 Network Management Services

4.14.1 Monitoring

- a. Monitoring of the main and backup/secondary Links and reporting
- b. Monitoring of Bandwidth utilization, latency, packet loss etc.
- c. Monitoring of Traffic Pattern over WAN (utilization by users).
- d. Periodically advising Bank for upgradation of bandwidth based on usage and utilization pattern of links.
- e. Monitoring of L2 /L3 switches at all locations/offices.
- f. Periodic monitoring of reachability of locations to DC and DR.

4.14.2 Fault Management

- a. Call logging and co-ordination with MPLS VPN service providers for restoration of links and intimation to branches on the failure.
- b. Co-ordination with MPLS VPN service providers for ensuring backup links are made operational in the event of failure of primary/secondary links.

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- c. Co-ordination with branches in the event of failure of links.
- d. Call logging with the facility management service provider responsible for co-ordination for switches and LAN equipments at branches in the event of failure and issues, if any.
- e. Co-ordination with MPLS Service provider for the replacement/up keep/ maintenance of defective Networking Hardware/Software (Like Routers, modems, NT1 etc.) and escalation, if necessary.
- f. Co-ordination with LAN cabling AMC vendor for cabling related issues at DC and DR.

4.14.3 Configuration Management

- a. Configuration of L2 and L3 switches for administration, VLAN creation, hardening etc.
- b. Hardening of routers (Banks own) and coordination with service provider for routers supplied by them.
- c. Installation & Upgrade of IOS on switches / routers (Banks own) as and when provided by Bank and coordination with service provider for equipment supplied by them.
- d. Changing configuration based on Bank requirement and intimation to MPLS VPN service provider for application of same on all routers.
- e. Co-ordination with MPLS VPN service providers during shifting of links / addition of links on account of shifting of premises and annexing of new locations.
- f. Configuration of routers/switches with syslog server / SIEM tool for log shipment.
- g. Configuration of switch port security (binding MAC address with port).

4.14.4 NMS

- a. Configuring the tool Manage Engine OpManager as per the Bank's requirement as and when informed by Bank

4.14.5 Reporting

- a. Maintenance of daily/Weekly and monthly uptime/downtime report.
- b. Verification of daily report with the fault ticket generated by the MPLS VPN Service provider.
- c. Collection of monthly uptime/downtime report from MPLS VPN service provider.
- d. Cross verification of monthly report from service provider with the one maintained locally and calculation of uptime / downtime.
- e. Periodic forwarding of uptime/downtime report to Bank CISO.
- f. Verification of invoices submitted by the service providers on quarterly basis.

4.14.6 Others

- a. Maintaining / Updating the WAN/LAN diagram at DC and DR and for other locations (in co-ordination with FM).
- b. Maintaining / updating inventory of network hardware along with interfaces, IP address, IOS version etc.
- c. Backup of configuration files as per backup policy of Bank and during any configuration changes etc.
- d. Labeling of all the cables, MUX, Patch Panels etc, at DC and DR.
- e. Re-arranging of network equipment in the same / different rack at DC and DR.
- f. Co-ordination with vendor / OEM / Service provider during RMA.
- g. Maintaining / Updating of SOP, hardening documents etc.

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- h. Coordinating with Service provider for providing compliance to observations from various audits and for Bank owned devices carrying out the same.

4.15 Patch Management Services

The Bank has currently deployed Microsoft System Centre for patch deployment on Servers for patch deployment on Desktops across the Bank offices.

- 4.15.1 Install and test patches and updates in Test environment. Test environment to be provided by the Bank. Wherever, test environment is not available, the patches need to be applied first in Development / UAT / DR environment and thereafter at production environment after approval from Bank.
- 4.15.2 Install / implement security measures / patches based on advisories received from Government agencies viz. DIT, IDRBT, NCIIPC, RBI etc.
- 4.15.3 Roll back if acceptance fails.
- 4.15.4 Take necessary approval from Bank for shutdown, if required, for patch or update implementation.
- 4.15.5 Raise Change Management for deployment of patches or updates.
- 4.15.6 Schedule shutdown of production system and inform users.
- 4.15.7 Implement patches as per approved deployment strategy.
- 4.15.8 Follow up and co-ordinate with OEM/3rd party support vendors for patch deployment on devices.
- 4.15.9 Root Cause Analysis (RCA) for Security incidents.
- 4.15.10 Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the service.

4.16 EMS Tools Management

As mentioned above, Bank is using Manage Engine's EMS tools for the effective management of its IT Infrastructure. The Bidder would continue to make use of these tools for the Help Desk and management of other services as mentioned in the RFP. An indicative list of responsibilities but not limited to, is given below.

- 4.16.1 Install, re-install and configure respective tools as per Bank's requirements prescribed in this RFP and any other requirement that arises during the course of the contract.
- 4.16.2 Upgrade/Updation/Implementation of any new version or patch released by the OEM vendor.
- 4.16.3 Bidder to ensure continuous efforts for innovative use of the EMS tools to ensure optimum effective utilization of these tools towards achieving business goals of the bank.
- 4.16.4 End-to-end management of the tools with respect to configuration, hardware, database or any other performance issues.
- 4.16.5 Configuration of any new device, service or office location added to the Infrastructure.
- 4.16.6 Maintenance of the underlying databases, application servers, OS or any other software
- 4.16.7 Maintenance of the Configuration and Management Database (CMDB).

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- 4.16.8 Suggest the Bank from time to time on the sizing requirements of the Servers, Databases and licenses so as to avoid performance issues, if any. However, Bidder will address the issue itself wherever same is under the scope of the project.
- 4.16.9 Customization of End-user interface and reports on an ongoing basis as per bank's requirements.
- 4.16.10 Bidder needs to keep at least one resource on-site with requisite skill and experience to manage all the EMS tools after implementation on continuous basis. He must be involved from day-1 with all implementation activities and Bidder must arrange for suitable training for him as and when required.
- 4.16.11 In case of on-site team not being able to resolve any issue, Bidder shall take help from their back-end team or from OEM so as to resolve the issue within prescribed SLA.
- 4.16.12 Any other integration with either Manage Engine EMS tool components or Bank's other applications, if technically feasible, for better productivity.

4.17 Disaster Recovery (DR) Site Management services

- 4.17.1 Currently Bank has a DR Site at its Mumbai Regional Office with necessary infrastructure.
- 4.17.2 Critical Application servers are synchronized with DC Servers by applying the application releases/patches/updates. Databases of these Applications are synchronized by sending and applying the archive logs to respective databases at DR Site at regular intervals. The process of sending the logs from DC and applying the same on DR site is fully automated.
- 4.17.3 Periodic BCP testing/DR Live operations are conducted (quarterly) to re-assess the effectiveness of the DR site. DR Live operation involves the users of all offices carrying out their normal business operations from DR site for a specific period decided by Bank.
- 4.17.4 In the event of any disaster or for DR Live operations, Activation and de-activation of DR Site is the responsibility of Bidder. Both the DC and DR teams of Bidder are required to perform their roles and duties as prescribed in the guidelines given by Bank from time to time.
- 4.17.5 Normal Operations
- a. Performing all the activities as mentioned in the document for DC operation will also be required to be performed for DR Site.
 - b. Ensuring synchronization of database of DR site with that of production database at DC.
 - c. Ensuring backup and restoration of Application and Database servers as per the Bank's backup policy.
 - d. Arranging for the compliance to the observations made during IT and other internal audits of the DR Site. Bidder shall suggest and recommend infrastructural requirement, if any to Bank for the purpose of giving audit compliance.
 - e. Provide support for BCP testing and DR live operation.
- 4.17.6 Disaster Management
- In case of disaster at Data Centre, following activities need to be performed at the DR Site till the Main Data Centre is recovered and operational.

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- a. Coordination with Bidder's Team at DR for the activation/ de-activation of the DR Site.
- b. Coordination with the users at respective locations and Application support teams at Bank's Office to ensure that the users are able to access and perform operations from DR Site.
- c. Database Administration of DR Site databases. (Including activation of database at DR Site for operations) in coordination with respective 3rd party vendors, if any.
- d. Active Directory administration.
- e. Network Management and Security Monitoring.
- f. If required, Bidder may be required to deploy additional resources at DR Site to provide necessary support till the restoration of primary site. Additional resource may be taken from the resource pool at primary site.

4.18 Server and Desktop management services

- 4.18.1 Desktop management includes all IT equipment such as PCs, Laptops, iPads, tablets, smart devices, printers, scanners and other computing devices and peripherals etc.
- 4.18.2 Bidder shall make extensive use of Manage Engine tools to support and deliver desktop management services. Manage Engine is optimally configured but the Bidder needs to revisit the existing configurations and shall make necessary modification for better/ faster delivery of services. Bidder shall change/ update the configuration with prior permission of Bank.
- 4.18.3 First level support for Client Specific applications (Connectivity and configuration of applications only).
- 4.18.4 Provide support for Operating System (OS), Network connectivity, Windows Client, Office Automation tools, Internet, Anti-Virus & Office365 mail.
- 4.18.5 Coordinate with vendors for resolution of problems. Helpdesk to follow up till the resolution of the problem.
- 4.18.6 Bidder shall guide the Bank to define Server/desktop/Laptop hardening guidelines. Once defined and approved by Bank, the Bidder shall adhere to hardening guidelines. Desktop Hardening Guidelines document shall be updated from time to time.
- 4.18.7 Installing standard software on the server / clients as per Bank's policy. Bank shall provide licensed software. List of standard software updated from time to time will be provided by Bank.
- 4.18.8 Bidder will be required to prepare and keep updated standard installation/configuration guidelines for OS and other software installation on server/desktop/laptop.
- 4.18.9 Periodic review (minimum quarterly) of software loaded on server/desktops/laptops and inform Bank giving details of devices with corresponding unauthorized software. After approval of Bank, the Bidder will be required to take corrective/preventive action.
- 4.18.10 First level support to Hardware related problems. First level support shall include:
 - a. Problem diagnostics.
 - b. Resolve the same as per severity level assigned to it.

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- c. If unresolved, escalate the same with respective AMC/ warranty vendor.
- d. Help Desk to monitor and follow up till the problem resolution.
- 4.18.11 Reloading of Server/Desktops/Laptops as per Bank's policy.
- 4.18.12 Resolving printing and scanning problems of the users.
- 4.18.13 Resolving network connectivity (LAN / WAN) problems at the client end.
- 4.18.14 Performing any Install, Move, Add or Change (IMAC) at the server and client level based on agreed procedure.
- 4.18.15 Coordinate with Data centre team for installation, configuration, upgrade, patch deployment, centrally controlled configuration changes etc. of device, OS, anti-virus and any other centrally pushed software; and ensure its optimum enforcement on each desktop/laptop. In case of any issue in remote installation of such software, the Bidder will be required to install manually.
- 4.18.16 Registering and updating the anti-virus system periodically as per the policy and procedure followed by Bank.
- 4.18.17 Install, upgrade of Operating System (same or new version) and installation of OS Patches as and when required by the Bank. Install / implement security measures / patches based on advisories received from Government agencies viz. DIT, IDRBT, NCIIPC, RBI etc.
- 4.18.18 Diagnosing and troubleshooting any virus problems that cannot be fixed by the anti-virus tool.
- 4.18.19 Providing feedback on real time observation of virus characteristics on any new viruses detected.
- 4.18.20 Resolve problems related to Windows OS
- 4.18.21 Resolve user problems through remote control wherever required.
- 4.18.22 Provide support to mobile users.
- 4.18.23 Provide standard software support for end-users for installation, configuration and troubleshooting. Standard software will include Operating Systems, Driver software, Office Productivity Tools like Office365, Tool for bilingual solution, other front-end applications used by Bank e.g., Refinitiv and Cogencis Terminals, PDO NDS, Biometric devices, certain third-party client applications etc. as may be required from time to time for bank's operations.
- 4.18.24 FMS (including IMAC) services are to be provided for IT Infrastructure and internet installed at the residences of senior executives in New Delhi.

4.19 User Management Services

- 4.19.1 Provide an interface for user requests, such as new user IDs, address changes, routing requests, and password changes.
- 4.19.2 Provide an interface for user requests to support various requirements viz. coordinating with Data Centre team for providing user id, configure user id on desktop / laptop, password change, email, network and internet access, etc.

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- 4.19.3 Advise the End User to take reasonable steps to backup information, if possible, prior to attempting to affect a resolution either by phone or hands-on during Desk Side Support Service.
- 4.19.4 Assist End Users on "how to" and usage questions with Office automation, E-mail and similar other applications.
- 4.19.5 Guide and direct users to relevant desk/department/individuals in case support required is not under scope of deliverables by the Bidder.
- 4.19.6 Bidder will make effort to educate end users on use of service desk facility to the maximum possible.
- 4.19.7 In case of bulk purchases of PC/Laptops by Bank, Bidder shall arrange for facility management services for shifting of data and client configuration, loading of software etc. as per Bank's policy.
- 4.19.8 Provide basic training to end users for usage of helpdesk tool for reporting problem etc.

4.20 Install, Moves, Adds, Changes (IMAC) Services

- 4.20.1 Bidder shall act as the single point-of-contact for IMAC requests and provide the services for coordinating, scheduling, and performance of install, move, add, and change activities for Hardware and Software. Definitions of these components are as follows:
 - a. **Install:** Installation of server / desktop / laptop machines, standard software, printers, scanners, servers, peripheral equipment, and network-attached peripheral equipment which form part of the existing baseline (New equipment will be procured along with installation services for the first time till it is accepted by the bank. After installation and acceptance by the bank, same will come under purview of services provided by the Bidder). Bidder will also help Bank in carrying out acceptance of hardware as per terms & conditions of respective purchase orders.
 - b. **Move:** Physical movement of all IT infrastructure items from desk to desk, floor to floor. Bidder would arrange for necessary manpower for all such movements.
 - i. Physical movement of all IT infrastructure items from/to Bank's offices and residences of senior executives at New Delhi will be the direct responsibility of the Bidder. However, Bidder would reimburse cost of transport at a pre-defined notional rate (taken as part of commercial bid) for all such movements at these locations.
 - ii. In case of shifting between other offices, Bidder will coordinate with packer, insurer and courier (identified by Bank) for movement of these items and arrange for installation at destination. In case, Bank desires to shift any system from one place to another, an engineer will be made available by the bidder for the purpose of dismantling, pre-shifting inspection, post-shifting installation etc.
 - c. **Add:** Installation of additional hardware or software (provided by Bank) on server, desktop machines, laptops, Printers after initial delivery (eg. additional RAM, CD ROM drive, sound card, etc).
 - d. **Change:** Upgrade to or modification of existing hardware or software on server,

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desktop machines and Laptops (e.g. upgrade 4GB RAM to 8GB RAM, 500GB hard disk drive to 1000GB, OS upgrade etc.). Additional hardware/ software shall be procured and provided by Bank.

4.20.2 Upgrade of hardware/ software items which are under AMC/ warranty with 3rd party vendors shall be the responsibility of the 3rd party vendor. However, Bidder shall coordinate with the vendor for the successful upgrade as per Bank's requirements.

4.21 Asset/ Inventory Management

Protecting Bank's investment in a computerized environment spread across multiple locations comprising of all the existing assets and also newly procured assets during the contract period. Bidder should provide Asset Tracking and Management Services to this end and should coordinate and ensure the regular updation of inventory database for both software and hardware and keep it upto date irrespective of availability of EMS tool.

4.21.1 This service provides for performing asset tracking and includes performing an initial verification of inventory of Hardware and Software to validate and establish the Configuration Management Database (CMDB).

4.21.2 Bidder shall define the process for tracking Hardware and Software throughout the life cycle from procurement through disposal, including any changes performed during the useful life of the asset.

4.21.3 Record installation of all new machines, movement within site/locations, changes in configuration/upgrade of machines.

4.21.4 Track assets, check quality, maintain utilization level.

4.21.5 Asset tagging (Labeling/Barcoding). While maintaining the existing asset tags, the Bidder shall also arrange to print the asset tags in Bank's prescribed format for new IT hardware procured during the contract period, and fix the tags on respective items.

4.21.6 Ensure asset verification at all Bank's offices, once in a year, reconcile with hardware database and submit a report to Bank.

4.21.7 Maintain software library as part of software inventory and issue software media on request as per bank's policy.

4.21.8 Maintain Asset Database of IT Assets and updates the asset management database to track the move add change and Installation.

4.21.9 Maintain up to date inventory of all Hardware and Software assets giving information like locations, configuration details, serial number, asset, code, warranty and AMC details.

4.21.10 Track Installation of IT equipment including switches, Desktops PC, Laptop, Printers, scanners and any other IT Equipment.

4.21.11 Track Licensed software and Application, movement within site/ between locations, changes in configurations etc.

4.21.12 Consolidate all license information.

4.21.13 Monitoring Warranty/AMC details to notify contract renewals (Intimate 60 days in advance.)

4.21.14 Coordinate Hardware upgrade with vendors and update the asset database.

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4.21.15 Repairs and Replacement and assist in scrap management.

4.21.16 Maintain the inventory of stock in stores.

4.22 Vendor Management Services

Bank has various vendors (Product support/ OEM/ AMC/ Warranty) for the IT infrastructure (Software and hardware). Bidder shall be required to provide vendor management services to ensure proper coordination, timely support/ resolution and seamless operations. Bidder's responsibilities

4.22.1 Coordinate with these vendors for support services.

4.22.2 Maintain good relations with them on behalf of Bank.

4.22.3 Logging calls, co-ordination and follow-up with vendors.

4.22.4 Escalation of calls to the higher levels at vendor side in case of requirement.

4.22.5 Vendors SLA tracking and monitoring with alerts and escalations

4.22.6 AMC/ Warranty/ Support Tracking

4.22.7 Providing necessary and advance information for entering into/renewal of AMC.
(However, order and payment for AMC to the vendor will be made by Bank)

4.22.8 Management of assets sent for repair.

4.22.9 Maintain database of the various vendors with details like contact person, Tel. Nos., escalation matrix, and response time and resolution time commitments. Log calls with vendors Coordinate and follow up with the vendors and get the necessary spares exchanged.

4.22.10 Keep Bank updated on the services and performance of these third-party vendors.

4.23 License Management

Bidder shall track software usage throughout the IT setup so as to effectively manage the risk of unauthorized usage or under-licensing of software installed in the bank. This may be carried out through the use of standard license metering tools.

4.24 Mail Administration and Management

4.24.1 Administration Office 365 messaging services

4.24.2 Creation and administration of archive and retention policies

4.24.3 Provisioning and de-provisioning of users, including disposition of data that meets Bank's retention and compliance policies.

4.24.4 Responding to e-discovery and legal hold requests.

4.24.5 Office 365 administration best practices, including roles-based controls and separation of duties.

4.24.6 Creating reports for activity, performance, health and access:

a. Administrator documentation detailing all configurations pertaining to retention, archiving and disposition of email

b. Administrator documentation detailing all configurations of latest Skype for Business/Teams, as required.

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4.25 VC Management

Bidder team should consists of experienced engineer for management of core VC infrastructure for carrying out operations. In case required, Bidder needs to provide backend technical support for resolution of issues.

4.25.1 VC Core Infrastructure Management

- a. Configuration, management and fine tuning of core VC infrastructure (MCUs, DMA, RSS, RM, Firewall Traversal device, desktop clients, tablet, iPad, Smart phone etc.) as per requirement of Bank and industry best practices. This also includes for any new equipment procured by the Bank during the contract period.
- b. Installation, Configuration, Registration, of VC end points and desktop clients installed at various locations / offices. This should be as per Bank requirement and Industry best practices.
- c. Coordination, Scheduling and monitoring of conferences (Internal and external over IP and ISDN). The monitoring should include bandwidth utilisation, latency, packet loss etc.
- d. Coordination, Scheduling and monitoring of conferences carried out with various Government organisations.
- e. Coordination with participating locations / offices (Internal and external) for carrying out VC.
- f. Creation of virtual conference rooms for users as and when required as per requirements of the Bank.
- g. Periodic Backup of configuration files and restoration as and when required.
- h. Coordination (call logging, follow-up, escalation etc) with equipment vendor (including display, external microphone etc) for configuration issues, upgradation of software, replacement of faulty equipment/parts etc.
- i. Deployment of hardware-based end points or software-based clients at various locations / offices.
- j. Recording of conferences as and when required, streaming on-line and off-line, web casting etc.
- k. Ensuring all the equipment are patched with latest software in coordination with the Warranty/ AMC vendor.
- l. Maintaining and updation of inventory of hardware and software installed at all locations/offices. This includes IP address of equipment, software version, detailed configuration of each device, current bandwidth at the location etc.
- m. Submitting monthly reports on the number of conferences held, number of participants with locations etc.
- n. Preparation and updation of standard operating procedure document along with current setup diagrams.
- o. Coordination with vendor during installation of VC equipment (end points).

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- p. Installation of Desktop clients on user machines and training on the operations of same to users as per Bank requirement.
 - q. Periodic testing (at least once in quarter) of VC equipment at all the locations and submission of testing report to Bank's IT Department.
- 4.25.2 Bidder shall ensure that in case of resignation/replacement of on-site engineer, transfer of Knowledge to the new engineer will be performed seamlessly without affecting Bank operations. It is required to provide 30 days' notice period for replacement of on-site engineer during which the knowledge transfer should happen with minimum overlapping period of 15 days.

4.26 IP Telephony Management

Bank has implemented IP based exchange system. To enable incoming/ outgoing calls, facility for terminating PRI lines (Primary & secondary) in the IP telephony infrastructure has been implemented.

- 4.26.1 Configuration, management and fine-tuning IP Telephony System as per requirement of Bank and industry best practices. This also includes for any new equipment procured by the Bank during the contract period.
- 4.26.2 Installation, Configuration, Registration, of new equipment at Bank's offices.
- 4.26.3 Coordination (call logging, follow-up, escalation etc) with equipment vendor for configuration issues, upgradation of software, replacement of faulty equipment/parts etc.
- 4.26.4 Maintaining and updation of inventory.
- 4.26.5 Bidder shall facilitate installation/reinstallation/configuration of PRI lines to be terminated on IP Telephony infrastructure
- 4.26.6 Bidder shall coordinate with the respective ISP in case there is an issue with the PRI line availability.

4.27 Comprehensive Annual Maintenance Contract (AMC) Services

- 4.27.1 Comprehensive AMC Services for various items like Data Centre equipment, Servers, network devices, Switches, PCs, Laptops, Printers, Scanners, Tablets, iPads etc at all Bank's locations are required with effect from start of the contract. **Office-wise details of the items along with the effective end date of AMC are given in Appendices 1 to 4.**
- 4.27.2 Any equipment coming out of warranty/AMC with third party shall automatically come under Comprehensive AMC with the Bidder from the next date of the expiry of warranty/AMC. Therefore, all such items must be taken into consideration for AMC calculation for the remaining period of the contract.
- 4.27.3 The CAMC would be comprehensive in nature i.e. maintenance of equipment and replacement of all new original spares in original packing for proper functioning of all systems and includes all Hardware (both under warranty and not under warranty) i.e. DC equipment, Servers, Desktops, Laptops, Printers, Scanners, UPS, Tablet, iPad, PCs,

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Networking equipment, etc. The services consist of preventive and corrective maintenance and include carrying out necessary repairs.

- 4.27.4 All the components required to be replaced will be of original make. In the service report, the details of the part number and serial number (if any) must be brought out clearly.
- 4.27.5 Bidder will be required to provide AMC for hardware items directly. The type of maintenance will be fully comprehensive on-site including repair/replacement of parts or full item in case not repairable with same or better configuration/technical specifications. Maintenance Services shall consist of preventive and breakdown maintenance of Servers and Network hardware etc. at all Bank's locations.
- 4.27.6 At any stage of the contract, Bank reserves the right to terminate the AMC for any of the item(s), with due prior notice to the Bidder. Payment made in advance towards the AMC charges of the items being taken out of AMC shall be adjusted with the payment for the next period. Bidder shall raise invoices for all the subsequent period after deducting the AMC charges for the items taken out of AMC.
- 4.27.7 If 'End of Service Life' (as mutually agreed between Bank and the Bidder) of an asset falls in between any period during contract period, Bidder will intimate Bank at least 3 months in advance for replacement of the same. However, Bidder shall continue to provide AMC and FMS for these items till Bank replaces with new items.
- 4.27.8 AMC for the items listed in Appendices 1 to 4 is required from 'AMC End Date' till the end of Contract Period of the Bidder. In case Bank desires to have the AMC of these items beyond the contract period, the bidders shall continue to provide the AMC services till the replacement of these items at the AMC rate quoted by the Bidder against the individual item.
- 4.27.9 If Bank acquires new IT asset(s) after the start of this contract and after the expiry of essential warranty period bank decides to go for the AMC of these items with Bidder, rate for the same will be determined based on the unit rate already decided for the similar other item.
- 4.27.10 Quarterly Preventive Maintenance (PM) for all equipment under AMC. The bidder shall conduct PM (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment etc) quarterly basis during the currency of this agreement on a day & time to be mutually agreed upon. **The Quarterly Preventive Maintenance Report has to be submitted to the Bank.**
- 4.27.11 Coordinate with 3rd party vendors and ensure periodical PM for hardware items as per the contract entered with them. Details of all 3rd party contracts shall be provided by Bank.
- 4.27.12 Fault identification and troubleshooting.
- 4.27.13 Identify spares requirement for problem resolution
- 4.27.14 Make sure that calls are attended and resolved as per agreed SLAs.
- 4.27.15 Make sure that spares are made available at the earliest for hardware call resolution.
- 4.27.16 Plan for standby equipment to be located at strategic locations to ensure that hardware downtime is minimal.

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- 4.27.17 Maintain requisite level of inventory of spares for the hardware items especially the servers under AMC at strategic locations.
- 4.27.18 Proper recording of calls details, response and resolution details with sign-off (manual or electronic).
- 4.27.19 Reports for downtime, problem resolution and response details should be available to Bank.
- 4.27.20 The Bidder should provide standby hardware of equivalent or higher configuration in case the problem is not resolved as per SLA. The original equipment is to be repaired and brought back within 2 weeks. In case Bidder fails to provide the standby or fails to repair equipment, Bank will be at liberty to take the equipment on rent or get the system repaired through an alternate source and debit the charges from the consolidated AMC charges payable. Bank shall entertain no correspondence or counter claim in this regard.
- 4.27.21 In case of printers, AMC shall also cover replacement of Fuser Assembly of Printers (including Teflon Sleeve and Pressure roller) and all other parts except the following consumables:
- Laptop Battery
 - Printer ribbons
 - Ink cartridges.
 - Paper
 - Printer head
 - Toners and cartridges.
- 4.27.22 The AMC should include all parts of all items except consumables. In case of any component failures, the same shall be replaced by the Bidder with a new or equivalent capacity.

4.28 LAN Management

Scope of work for LAN management would be:

- 4.28.1 Preparation of inventory of network hardware (LAN/WAN), which includes in-use and in-stores hardware, location (outdoor) where RF equipment is installed on roof top, type of infrastructure (mast or pole) installed, service provider to whom it belongs etc.
- 4.28.2 Preparation of detailed LAN / WAN network diagram. The LAN diagram should include IP address, Physical Port numbers at Patch panel and user workstation/ cabin/ cubical, Switch port number etc.
- 4.28.3 Rack mounting of all the network hardware.
- 4.28.4 Labelling and tagging of all the patch panels, cables, network equipment like Routers, switches, in-door units, out-door units etc. Tags for cables to be brought in by the Bidder and no additional cost whatsoever would be paid by Bank.
- 4.28.5 Checking of non-working LAN points in case of any fault.
- 4.28.6 Assisting Bank's offices in getting faulty points/cables etc. repaired/replaced, structured cabling.

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- 4.28.7 Assisting Bank's offices in LAN cabling (structured) during shifting of premises/ modification at existing location.
- 4.28.8 Ensuring that the Bank's Offices network equipment (routers, switches and other LAN/ WAN equipment) is connected on UPS power.
- 4.28.9 Coordination with vendor/service provider during installation/configuration of new network hardware or service.
- 4.28.10 Assigning IPs to switches at offices for management. IP assignment to be done in coordination with network team.
- 4.28.11 Call logging and Coordination with Warranty/AMC vendors of network equipment for rectification of any problem in the equipment.
- 4.28.12 Coordination with on-site WAN service provider engineer during implementation of new link, shifting of premises, upgradation of bandwidth, installation of additional hardware etc.
- 4.28.13 IP address assignment/re-assignment as and when required by the Bank or on instructions from network team.
- 4.28.14 Maintaining up-to-date list of IPs and their assignments to users and other network devices.
- 4.28.15 The FM to be present at site in case of any requirement by the Service Provider(s) during troubleshooting/configuration/re-configuration of WAN links/network devices.

4.29 Miscellaneous services

Bidder will be required to provide following miscellaneous services:

- 4.29.1 Coordinate the disposal of hardware as per Bank's guideline issued from time to time.
- 4.29.2 Coordinate with Insurer to make claim for any IT equipment in case of requirement. All required paperwork and claims would be submitted by Bank to the appropriate Insurance agent. However, the Bidder would provide hardware information to Bank/insuring agency, coordinate and follow-up w.r.t. status update.
- 4.29.3 Suggestions/Recommendation to improve the current infrastructure architecture for better response & security.
- 4.29.4 Upscale facility management services during replacement of old hardware with new ones.
- 4.29.5 In the event of shifting/colocation of Data Centre and/or DR Site by the Bank, the bidder would be required to relocate/provide few resources at the new site as per the requirements. Bidder will also be required to ensure de-installation of all the hardware, supervise packing/transportation and installation/commission of equipment at new location. No extra cost will be borne by the Bank for the same. However, packing and transportation will be arranged by Bank separately.
- 4.29.6 In the event of adding new office/relocation of existing office, the Bidder would depute FM engineer(s) for de-installation of all the hardware, supervise packing/transportation and installation/commission of equipment at new location. No extra cost will be borne by Bank for the same. However, packing and transportation will be arranged by Bank separately.

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- 4.29.7 In the event of adding new office/relocation of existing office at any location by Bank, order for support required from the Bidder will be placed well in advance at the same terms and conditions. The Bidder shall assist Bank in setting up of LAN (cabling, I/O fixing etc.), coordinate with network vendor for setting up of WAN connectivity etc. No additional cost would be paid for the same.
- 4.29.8 Carry out Quality Inspection of hardware and consumables procured by the Bank at the time of delivery.
- 4.29.9 Along with Asset inventory, the Bidder shall be responsible for maintaining stock of the consumable inventory (such as cartridges, pen drive etc.). The Bidder must ensure that adequate consumables are available in store and should alert the Bank in advance before the exhaustion of stock.
- 4.29.10 Periodic (at least once in a quarter) checking of power and earthing parameters and submission of report.
- 4.29.11 Suggestions/Recommendation to improve the current infrastructure architecture for better response & security.

4.30 Statement of Work - Application Services other than specific packages such as SAP, ORMIS, Central Log Management SW, etc.

- 4.30.1 The Bank is currently maintaining various application software which adequately support business needs and provide flexibility to change in tune with future business and environmental changes.
- 4.30.2 Users are presently getting support for all these applications either by Bank's own IT officers or some hired resources. Underlying technology tools also require regular maintenance, administration etc.
- 4.30.3 The Bidder will be required to assist the application vendors in the installation/reinstallation/configuration etc.
- 4.30.4 Bidder shall work in close coordination with the application vendors for hassle free operation.

4.31 Miscellaneous Activities

Documentation and Reporting

Bidder shall be required to provide at least following documents at different phases during the contract period. If need be, Bidder shall also update the existing documents like process documents, system/ user manuals etc. This is an indicative but not exhaustive list of documents. Actual requirement will be spelt out during signing of contract or during the lifecycle of the project. Additional documents may also be required to be provided based on requirements during the lifecycle of the project.

Documentation

1. Project Management Plan.

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2. Project Schedule.
3. Process documentation – updating the documents for current processes and preparation for the newly introduced processes, if any.
4. Bidder should maintain below mentioned document for each of the area of the data centre
 - Standard Operating Procedure (SOP)
 - Technical Architecture Manual (TAM)
 - Technical Operational Manual (TOM)
5. User requirements: Document for newly introduced processes, if any. Existing documents shall have to be updated in case of requirements change.
6. Maintaining and Updating following documents on regular basis:
 - a. EMS Tools Configuration document.
 - b. Integration document.
 - c. End-user guideline as per requirement.
 - d. System Administration Manual.
 - e. Other system documentation like ERD, data flow diagram etc.

Reports

Bidder shall configure & submit the reports on a regular basis in a mutually decided format. The following is only an indicative list of reports. Based on the requirement Bidder will be required to configure & provide additional reports. Softcopy of these reports shall be delivered automatically via email/Dashboard at specific frequency and to the pre-decided list of recipients. Role based selection of reports, selection of name of the recipients of the reports, frequency of delivery must be parameterized /configurable in the EMS tool.

Bidder shall submit certain information as part of periodic review as and when required by the bank.

Following is the indicative list of reports:

1. Daily reports (to be submitted on next working day)
 - Summary of issues/complaints logged at the Help Desk.
 - Summary of resolved, unresolved and escalated issues / complaints.
 - Summary of resolved, unresolved and escalated issues / complaints to OEMs/ vendors/Bank's support teams.
 - Log of backup and restoration undertaken.
 - Mail traffic report – list of top users sending/ receiving highest number of mails.
2. Weekly Reports (to be submitted on the first working day of the following week)
 - Issues/Complaints Analysis report for virus calls, call trend, call history etc.
 - Summary of systems rebooted.
 - Summary of issues/complaints logged with the OEMs.
 - Summary of changes undertaken in the Data Centre including major changes like configuration changes, patch upgrades, database reorganization, storage reorganization,

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etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.

3. Monthly reports (to be submitted by 10th of the following month)
 - Component wise physical as well as IT infrastructure availability and resource utilization
 - Summary of component wise Data Centre uptime.
 - Summary of changes in the Data Centre.
 - Log of preventive/scheduled maintenance undertaken
 - Log of break-fix maintenance undertaken
 - Configuration Management summary report.
 - Change Management summary report.
 - Release Management summary report.
 - Capacity Management summary report of servers.
 - Service Level Management - priority/ severity wise response and resolution.
 - Service Failure Analysis, listing out escalations and downtime/ outages, if any.
 - Account Dashboard, listing out:
 - Planned activities carried out during the month.
 - Unplanned activities carried out during the month.
 - Activities planned but missed along with reasons.
 - Challenges faced during the month.
 - Service Operations, listing out:
 - Helpdesk Management, listing out priority/severity wise calls logged with comparison for past three months.
 - Incident Management, giving category wise call details for critical service areas with comparison for past three months.
 - Operational Activities
 - Location wise Weekly visits done for off-site FMs and attendance of the on-site resource personnel.
 - Service wise performance of activities as per scope of individual service areas.
 - Service Improvement Plan, listing out:
 - Concerns/Escalations with action plan.
 - Planned activities/initiatives.
 - Improvements planned, if any.
4. Incident Reporting (to be submitted within 48 hours of the incident)
 - Detection of security vulnerability with the available solutions / workarounds for fixing.
 - Hacker attacks, Virus attacks, unauthorized access, security threats, etc. - with root cause analysis and plan to fix the problems.
 - Software license violations.

4.32 Staffing requirements

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Bidders may kindly note that the quality of staff deployed to manage the contracted services across all locations of Bank is of utmost importance to the Bank. It is needless to mention that Bank will reserve the right not to accept any of the staff members deployed if he/ she is not found up to the mark as per Bank's expectations/ requirements. Bidder will be responsible for any delay in delivery on account of such non-acceptance of staff by Bank consequent upon deployment of inappropriate staff/personnel.

4.33 Resource Qualification & Experience

Minimum desired educational qualifications and the experience possessed by resources is given below. The Bidder shall ensure that deployed resources should work as a team & interact in cohesive environment to resolve potential conflicts and implement positive changes.

S. No.	Resource Details	Qty	Minimum Educational Qualifications	Minimum Experience
1.	Project Manager	1*	B.E./B.Tech/MCA/MBA/MSc (IT) from a recognized institute/ university and ITIL, MCP, MCITP, MSCA/CCNA certifications	10 years' experience out of which at least 5 years in handling similar IT Infrastructure management projects as Project Manager
2.	Operation Team Lead (L3)	1	BCA/BE/MCA/MBA in relevant fields and ITIL, MCP, MCITP, MSCA/CCNA certifications	Minimum of 6+ years' experience in IT Infrastructure operation
3.	Data Centre Engineer (for DR operations) (L2)	2	BCA/BSc/BE/B.Tech in relevant fields and MCP, MSCA/CCNA certifications	5 Years' Experience in management of Server, Network and VOIP operation
4.	Server Engineer (L2)	3	Bachelor/ 3yr Diploma in in relevant fields valid MCSE and Microsoft Office 365 with MCITP/AWS/VCP6.5/Microsoft certification	5 Years' Experience in Server Administration
5.	Network Engineer (L2)	3	Bachelor/ 3yr Diploma in IT and valid CCNA with CCNP/CCDA/ CISCO security certification Desirable: CISCO Firewall ASA 5545 or above configuration	5 Years' Experience in Network and VOIP operation
6.	Facility Managers	3 (2 for Head Office, 1 for	Degree/Diploma in Computer Engg/ Application from recognized university	3 Years' Experience in IT infrastructure support

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		Mumbai Office)		
7.	Helpdesk Executive	1	Graduate/Diploma in Computer Applications from recognized university Good knowledge on use of MS Word, Excel and should have Excellent communication skills	4 years' Experience as Helpdesk coordinator/Support
8.	Technical Assistant	1	Matriculate/Higher Secondary and ITI/Diploma in any discipline	1-2 years' Experience
9.	IT Solution Architect	1 [§]	Graduate Degree in Engineering or Technology and MCA or MBA specialization in IT after graduation from an institute.	Minimum 7 years' Experience as an IT Solution Architect/Consultant.

*the Project Manager shall visit the site at least once a week and on call basis

§the IT Solution Architect shall visit the site on call basis

4.34 Experience Level

Experience level of the staff members may be referred as follows:

Level of Experience	Total Minimum Experience	Minimum relevant Experience in the Core Domain Area
L1	3 years	1 years
L2	5 years	3 years
L3	7 years	5 years

4.35 Service Window

Service Area	Service Window	Time Period*
Data Centre Operations	24hrs x 7 days	8 AM - 8AM
DR Site Operations	12hrs x 6 days	8AM - 8 PM
Operation Team Lead	9hrs x 5 days	9.30AM - 6.30PM
Facility Management /End User Support	12hrs x 6 days	8AM - 8PM
Helpdesk Executive	9hrs x 5 days	9.30AM - 6.30PM
Technical Assistant	8hrs x 6 days	10AM - 6PM

* *Time period is indicative and is subjected to change.*

Operation Team Lead, Facility Management, Helpdesk and Technical Assistant Staff may be called Sundays/National Holidays may be called on requirement basis.

4.36 Roles & Responsibilities of Resident Engineers and Project Manager

S. No.	Resource Details	Roles and Responsibilities
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1.	Project Manager	<ul style="list-style-type: none"> • Single point of contact for the Bank for the Project (<i>visit weekly and on call basis</i>) • Role as per Section 4.1 of RFP • Submission of all reports stated in Section 4.31 of RFP
2.	Operation Team Lead	<ul style="list-style-type: none"> • Single point of contact for Bank for all Resident Engineers • Overall administration of Project including all works stated in the Sections 4.1 to 4.31
3.	Data Centre Engineer (for DR operations)	<ul style="list-style-type: none"> • Role as per Section 4.17 of RFP • Should work in close coordination with DC team to resolve issues
4.	Server Engineer	<ul style="list-style-type: none"> • Role as per Section 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.15, 4.16, 4.24 of RFP • Should work in coordination with the Network Team and report to Operation Team Lead in case of issues
5.	Network Engineer	<ul style="list-style-type: none"> • Role as per Section 4.5, 4.13, 4.14, 4.15, 4.16, 4.25, 4.26, 4.28 of RFP • Should work in coordination with the Server Team and report to Operation Team Lead in case of issues
6.	Facility Managers	<ul style="list-style-type: none"> • Role as per Section 4.16, 4.19, 4.20, 4.21, 4.22, 4.23, 4.28, 4.29 of RFP • Should work in coordination with the Team and report to Operation Team Lead in case of issues.
7.	Helpdesk Executive	<ul style="list-style-type: none"> • Role as per Section 4.4, 4.21, 4.22 of RFP • Should work in coordination with the Team and report to Operation Team Lead in case of issues.
8.	Technical Assistant	The responsibility of this staff is to maintain general upkeep (cleanliness) of the Data Centre and IT infrastructure including housekeeping. Assist in movement of equipment within data centre, shifting and allotment of IP Telephony, Cleaning of equipment, checking of network points, etc.
9.	IT Solution Architect	<p>Role of the IT Solution Architect shall be to provide assistance to IT Department of Bank for preparation, evaluation of RFP document with the following key tasks:</p> <ul style="list-style-type: none"> • Understand customer requirements and business objectives

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		<ul style="list-style-type: none">• Provide strategic advice on using technology to achieve goals• Manage IT initiatives and collaborate with in-house technical staff• Design IT systems and networks ensuring the right architecture and functionality• Support new technology implementation• Train users in new and existing IT systems• Provide assistance with technical issues• Revise existing systems and suggest improvements• Produce reports
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4.37 Resource Deployment

The Bidder may please note the following in connection with resource deployment.

- A resource shall be considered absent if allowed leave of absence has already been availed for the month and no standby resource has been arranged by the Bidder.
- In addition to the service window indicated as against each service vertical, depending on the Bank's requirements the services may be occasionally required on bank holidays /Sundays/ Gazetted Holidays and beyond the specified service window. Provision must be built by the bidder to provide these occasional services without any additional cost.
- Bank would like to have prior discussion with the staff members, being posted for the job by the Bidder, to find out their suitability for the job and decide to accept his/her services.
- Necessary stand-by arrangement has to be made during absence of any regular staff on account of leave or any other reason.
- Whenever required, standby resources with similar profile should be arranged from separate pool i.e. the standby resource should not be taken from the pool of resources already deployed at Bank.
- Frequent change of staff will not be acceptable. In case of unavoidable circumstances, change of staff must be done in consultation of Bank.
- Bidder and all the deployed staff members will be required to sign the declaration form as per bank's IT security policy or any other similar guideline.
- Staff members deployed by Bidder will be subjected to the disciplines, office decorum, etiquettes, good behaviour as applicable to any other staff member of the bank.
- Deployed staff members have to make their own arrangement of transport.
- Staff members deployed by the Bidder have to make their own arrangement of lunch/snacks/breakfast etc.
- All the staff including on-call facility managers deployed must have good communication skills and must be conversant with both English and Hindi/local language.

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- In case of services of an existing staff provided under the contract are withdrawn / terminated by the Bidder, a notice of 30 days has to be given by the vendor. This is required for smooth take over/hand over of the desk. Any short fall in notice period will be treated as absence by the respective staff member.

Staff deployed by the Bidder shall never be deemed to be appointed by the bank not shall they be under its service conditions.

4.38 Statutory & Regulatory Compliance

The bidder should ensure all statutory and regulatory compliance towards:

- ESIC & EPFO - All bidders have to ensure that the resources deployed at Bank's Offices are compliant as per the guidelines of ESIC & EPFO. Please note that these are Government bodies, compliance to which is Mandatory.
- Minimum Wages Act - The bidder also has to ensure that they are compliant to the Minimum Wages Act for deployment of resources across Bank's offices nationwide. The bidder should follow all payout norms as per the MWA in all the States
- Any other Act/Statutory and regulatory compliances as applicable.
- Bidder shall provide the Yearly Certificate of Compliance to the Bank confirming that all Statutory and Regulatory Compliances are complied with.

5. Service Level Agreement and Penalty

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to the Bank for the duration of this contract.

The Bank will regularly review the performance of the services being provided by the selected bidder and impose penalties if any deficiency is found in the services. Performance Reports will be produced as and when required and forwarded to Bank.

Three consecutive quarterly penalties (on actual) of more than 10% put together of the applicable fee on account of any reasons may be deemed to be an event of default and termination.

It is acknowledged that service levels may change as service needs evolves over the course of the contract. The present SLAs have been worked out on the basis of current expectations. Service levels between the purchaser and bidder can be revised after the start of Operation and Maintenance phase in view of experience gained. The experience gained during this period will be used to fine tune the SLAs, including parameters, targets and penalties, if required. Any changes to the levels of services provided during the project period will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to the contract.

The SLA has been segregated in the following categories:

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5.1 Data Centre Services

5.2 Other Managed Services

5.3 Human Resources

5.1 Data Centre Services

This service level will be applicable on existing IT equipment's and additional hardware which would be deployed during the contract period:

S.No.	Description of DC/DR-Infrastructure	Uptime (Monthly)	Penalty
1.	Critical Infrastructure at DC like Air Conditioning Systems in Server Room, UPS, Electrical System etc	99.99%	₹5000/- for every 0.01% default
2.	Individual system/Equipment or non-critical system or Equipment (CCTV, Fire Alarms, Access Control etc)	98%	₹5000/- for every 0.01% default
3.	Resource (Onsite Manpower) Availability	100%	Man-day charge* of the resource + ₹5000/- Per person Per Shift

*man-day charge for the resource shall be calculated by dividing the man-month charge by 22.

- All the faults to be attended onsite within 10 minutes of Response Time and to be resolved within 2 hours.
- For Item 1, Downtime will be applicable only in the event both primary and redundant fail together.
- SLA will be applicable on final acceptance of the entire Infrastructure.
- Successful Bidder to provide replacement for the Manpower Resource on leave.
- Bidder shall submit monthly uptime report
- Penalty will be capped to the 10% of total quarterly charges

For the purpose of computation of Uptime of Data Centre, the following formula shall be used.

$$\text{Uptime (\%)} = \{1 - (\text{Services Downtime}) / (\text{Total Time} - \text{Planned Downtime})\} * 100$$

Equipment/Services Downtime is the time in hours that the equipment/Services is not available and excludes planned downtime, which are approved by the Bank and the link failures that are taken from third party. The downtime shall be calculated from the EMS, as may be applicable. In case, downtime of any equipment/ Services is not available on EMS, it shall be calculated from the helpdesk.

Total time is equal to total number of hours in the given month

Planned Downtime means any time when the equipment is unavailable because of maintenance, configuration/reconfiguration or other services with the prior approval of Bank. Such services may

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include but are not limited to restarting applications, rebooting servers, applying patches or fixes, reconfiguring storage allocation, reloading data and making DNS & firewall changes to close security holes.

Note: It is clarified that the downtime on account of delay by the OEM/service provider in repairing/replacing equipment's/Services for which warranty/maintenance contract already exists (or was taken by Bank) shall not be counted for downtime calculation, subject to timely call logging and subsequent pursuance for vendor management.

5.2 Other Managed Services

For all other services other than Data Centre operations, the Service Level and Penalty and shall be on the basis of the Criticality and Severity of the calls, the severity level is defined as follows:

Severity Level	Severity Type	Definition
S1	Critical Problems	A problem that affects entire bank / network or > 80% of the users of the bank e.g. Outage of Data Center Services, Server, Application(s), Internet, Mail System, Database, Severe Virus attack, IP Telephony devices, Biometric System, VC Core Infrastructure etc.
S2	Major Problems	A problem that affects a particular office. e.g. Network Connectivity, Failure of a Hub/Switch, VC equipment, Network Printer, Virus on many devices, Local File/Mail Server etc.
S3	Moderate Problems	A problem that affects a typical user group e.g. Failure of a department or a floor, an application meant for a particular department or user group, failure of a Network Printer, failure of a Hub/ Switch catering to the group say a department or a floor etc.
S4	Minor Problems	A problem that affects a typical user e.g., Individual PC, printer or scanner is down or Connectivity to LAN is affected, Virus attack etc.

Note: Calls of senior executives are always to be treated as S2 calls. List of senior executives would be shared separately

5.2.1 Service Level Targets Based Severity Levels

Following table defines Service Level Targets for Response and Resolution time.

Severity Level	Service Type	Response Time	Resolution Time	Calculation Window
S4	On-site	60 min	2 hrs	Monthly
	On-call	4 hrs	8 hrs	
S3	On-site	30 min	2 hrs	
	On-call	2 hrs	8 hrs	
S2	On-site	15 min	2 hrs	
	On-call	60 min	8 hrs	

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S1	On-site	15 min	2 hrs	
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5.2.2 Service Level Compliance

The Bidder needs to ensure following compliance level for each of the Service Levels:

Severity Level	Required Compliance Level			
	Quarter 1		Quarter 2 onwards	
	Response Time	Resolution Time	Response Time	Resolution Time
S1	96%	97%	97%	98%
S2	94%	96%	96%	97%
S3	93%	95%	94%	96%
S4	93%	95%	94%	96%

5.2.3 Measurement Metrics

Actual Response and Resolution time will be measured as follows:

$$\text{Response time (\%)} = \frac{\text{Calls attended within stipulated response time}}{\text{Total number of calls received in the month}} \times 100$$

$$\text{Resolution time (\%)} = \frac{\text{Calls closed within stipulated resolution time}}{\text{Total number of calls received in the month}} \times 100$$

5.2.4 Penalty Calculation

- Actual vs targeted compliance level for each of the respective service areas will be measured separately in every month.
- Shortfall in achieving SLA compliance, if any, will be calculated on the monthly basis.
- For Penalty calculation, Monthly cost of services will be arrived based on proportionate monthly of the corresponding quarterly cost.

Monthly cost = (Total services Cost for respective service area for the quarter) / 3

- Penalty for the month will be calculated as:

Penalty amount = Penalty (%) X Monthly Cost

- Applicable Penalty (%) would be as under:

Shortfall in SLA Target/Compliance by	Penalty (%)
<=1%	1
>1% and <=3%	3
>3% and <=5%	5
>5% and <=6%	6
>6% and <=8%	8
>8%	10

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6. However, the aggregate penalties that may be levied in a month towards the aforesaid managed services shall be limited to 10% of the monthly cost of the Managed Services.
7. Downtime of services on holidays or scheduled downtime will not be considered for calculation of compliance level and penalty.
8. Bidder will make all this information available using Manage Engine software being currently used by Bank.

5.3 Human Resources

Although this project is SLA based, the bidder is required to propose and maintain a minimum level of resources in each of the service area throughout the contract period. The Bidder shall deploy manpower resources as per staffing requirement prescribed in this document. Bidder shall ensure the availability of resources as per defined Service Window for each resource category.

Monthly applicable penalties in the event of default of respective manpower resources would be as under:

1. Leave of absence: Each on-site resource shall be granted a maximum up to 01 (One) day leave per month.
2. Any absence beyond the prescribed leave of absence shall attract a penalty as under in case no substitute is arranged by the Bidder as per defined requirement:

Resource	Allowed Leave of Absence per month	Penalty beyond leave of absence
Onsite Resource	01	Rs.2,000/- per day per resource maximum Rs.10,000/- per month per resource.

5.4 Disclaimer

In case Bidder fails to achieve compliance level of services successively in two quarters or any three quarters in a financial year, Bank will reserve the right to re-look at the contract and redefine Service level requirement and penalty clauses to safeguard its interest.

6. Bids (Technical & Commercial) And Bid Evaluation Methodology

For the purpose of the present job, a two-stage bidding process will be followed. The response to the RFP will be submitted in two parts:

- Technical bid Part I
- Commercial bid Part II

The bidder will have to submit the Technical bid and Commercial portion of the bid separately in two separate red lac-sealed envelopes (wax seal), duly super scribing "**RFP for Selection of**

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Service Provider for IT Facility Management Services at NHB", "TECHNICAL BID" or "COMMERCIAL BID" as the case may be.

TECHNICAL BID shall not contain any pricing or commercial information.

The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized by him. The authorization shall be indicated by a written power of attorney accompanying the Bid. All pages of the Bid shall be initialed by the person(s) signing the Bid.

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

6.1. Bid Evaluation Methodology

The objective of evaluation methodology is to facilitate the selection of the technically superior solution at optimal cost.

To meet NHB's requirements, as spelt out in the RFP, the selected Bidder must have the requisite experience in providing services in the field of Information and Communication Technology, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required infrastructure and provide the services sought by NHB, for the entire period of the contract. The evaluation process of the bids proposed to be adopted by NHB is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that NHB may adopt. NHB reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation NHB may seek specific clarifications from any or all the Bidder.

It may please be noted that NHB reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document.

The details of '**Minimum Eligibility Criteria**', provided by the vendor in its response to this RFP, will be evaluated first, based on the criteria described in **Section 6.2**. The technical and commercial responses to this RFP **will be considered further only for those vendors who meet the Minimum Eligibility Criteria**. Bidders must provide their responses in the format given in Annexure - 'D'.

Techno-Commercial Evaluation i.e. Quality cum Cost Based System (QCBS):

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Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 60 and Commercial Bid Score a weightage of 40.

The technical and commercial response evaluation will be based on the criteria described in following section onwards.

6.2. Minimum Eligibility Criteria

Proposals not complying with the minimum eligibility criteria are liable to be rejected and will not be considered for evaluation of technical bid. The proposal should adhere to the following minimum eligibility criteria.

S. No.	Financial and other Requirements	Documents to be submitted with this RFP
1.	The Bidder should be a Registered Partnership Firm/LLP/Company/Public Sector undertaking/ Govt. Company incorporated in India.	<ul style="list-style-type: none">• Certificate of Incorporation• GST Registration• PAN Card
2.	Should have been in the business of IT Facility Management and AMC services for at least 5 years as on December 31, 2020 in India.	<ul style="list-style-type: none">• Certificate from authorized signatory/Company Secretary of the bidder indicating that they are providing the IT FMS and AMC services for last 5 years as on December 31, 2020.• The Bidder may also provide order copy
3.	Should have Annual Turnover of Rs.100 crore per annum or more during last 3 financial years ending March 2020, in Indian Operations only, out of which at least Rs.10 Crores in each financial year from its IT FM Services only.	<ul style="list-style-type: none">• The Bidder must produce a certificate from Company's Chartered Accountant to this effect.• Audited balance sheet of financial years 2017-18, 2018-19 and 2019-20
4.	Bidder should have positive net worth and must be a Profitable organization for the last three financial years.	The Bidder must produce a certificate from Company's Chartered Accountant to this effect.
5.	Should have experience of on-site Facility Management of IT Services and Onsite	The Bidder has to provide order copy/reference letter in their name

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	<p>Comprehensive Annual Maintenance of IT Equipment for not less than five years with an experience of at least two FIs/Scheduled Commercial Banks/Government Sector/PSUs/Large Corporate (LC) spread across multiple states/regions in India having the value of Rs. 1 crore per annum or more.</p> <p>Bidder should submit satisfactory service certificate / Sign off certificate from the client to the satisfaction of the Bank.</p>	<p>from FI/Scheduled Commercial Bank/Govt Sector/ PSU/ Large Corporate</p> <p>In case of Purchase Order of LC, required documentary proof to establish that the Organization is LC is to be attached with PO.</p>
6.	<p>Bidder must have experience in providing IT managed services to at least 3 Data centers of FIs/Govt Sector/Scheduled Commercial Banks/PSUs/Large Corporate (LC) in India during last five years</p>	<p>The Bidder has to provide order copy/reference letter in their name from Public Sector Bank/Financial Institution/ PSU/ Government organization</p> <p>In case of Purchase Order of LC, required documentary proof to establish that the Organization is LC is to be attached with PO.</p>
7.	<p>The Bidder should have Direct Support offices in Delhi NCR & Mumbai and should be able to provide support and maintenance (directly/indirectly) at other locations viz. Ahmedabad, Bangalore, Kolkata, Lucknow, Bhopal, Guwahati, Chennai and Hyderabad.</p>	<p>Documentary proof such as Office registration details, list of service centers/business allies etc. with the Address, contact person and contact details to be submitted along with the bid.</p>
8.	<p>Bidder should have valid ISO 9001:2015, ISO 20000 and ISO 27001:2013 certificate. The certificate/s should be valid as on the last date of submission of the bid.</p>	<p>Valid Copy of relevant certificates.</p>
9.	<p>The bidder should not have been blacklisted by any Public Sector Bank, RBI or IBA or any other Government agencies.</p>	<p>Self-declaration certificate on Bidder's letter head signed by Company's Authorized Signatory.</p>
10.	<p>The bidder should not be involved in any</p>	<p>Certificate is to be provided by the</p>

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	litigation which threatens solvency of company.	Chartered Accountant/Statutory Auditor.
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- i. Bidder should submit documentary evidence in respect of all above mentioned criteria while submitting the proposal. Proposal of bidder who do not fulfill the above criteria or who fail to submit documentary evidence to the satisfaction would be rejected.
- ii. Bidders fulfilling the Minimum Eligibility Criteria will only be considered for further technical evaluation.
- iii. Definition of Large Corporate (LC): An organization having an average annual turnover of Rs. 1000 Crore or above during last three years with a minimum of 1000 employees on its payroll and having offices in all metro cities in India will be considered as Large Corporate Sector for this RFP.

Note: Bidder to submit supporting documents and clearly flag the same

6.3. Evaluation of Technical Bids

- i. Minimum Eligibility Criteria bids received from the Bidder will be opened in the presence of representatives of the bidders who choose to be present as per the schedule stipulated by NHB. A detailed analysis will be subsequently carried out by NHB. Based on responses to 'Minimum Eligibility Criteria', Bidder will be short listed for technical evaluation further. Proposals, which are not meeting the Minimum Eligibility Criteria as mentioned in **Section 6.2** above, will not be considered further for technical evaluation.
- ii. **The Technical Bids obtained the Technical Score of 60 or more in Part I (S.No. 1 to 7 in Mark Distribution) out of 80 marks are only eligible for the presentation.**
- iii. The Parameters of the Technical evaluation are provided in Technical Bid Format (**Section 6.4**)
- iv. The technical bid will be analyzed and evaluated, based on which the Technical Score (TS) shall be assigned to each bid. The mark distribution criteria of the Technical evaluation are as follows:

6.4. Technical Bids (Mark Distributions)

Part I		
S.No.	Technical Evaluation Parameters	Maximum Points 100 Criteria points

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1.	Total experience in onsite Facility Management of IT Services and Comprehensive Annual Maintenance of IT Equipment in FI/Government Sector/PSUs/Scheduled Commercial Bank/Large Corporates with similar nature and size of work (in Years) <i>Documentary Evidence required: Copy of Work order / agreement along with completion certificate for completed projects.</i>	Max. Marks 10
	More than 10 years	10
	> 5 years to 10 years	6
	5 years	3
2.	No. of Facility Management of IT Services and Onsite Comprehensive Annual Maintenance of IT Equipment Orders for Government Sector/PSUs/Scheduled Commercial Bank/Large Corporates with similar nature of CAMC/FMS with minimum order value of Rs. 1 crore (per annum) in last 3 Years i.e., Financial Year (2017-18, 2018-19, 2019-20). (orders of multiple Branches of the single company may be combined for the financial year to decide the order value, however it would be considered as one order for counting purpose) <i>Documentary Evidence required: Copy of Work order/agreement clearly indicating the Order Value along with completion certificate for completed projects.</i>	Max. Marks 15
	More than 5 orders	15
	> 3 order to 5 orders	10
	2 -3 orders	5
3.	Bidder must have experience in IT operation and Management and Facility Management Services of at least 3 Data Centre project in India during last 5 financial years <i>Documentary Evidence required: Copy of Work order/agreement along with completion certificate for completed projects.</i>	Max. Marks 15
	> 5 Data centers	15
	4 - 5 Data centers	10
	3 Data centers	5
4.	Average Turnover from Facility Management of IT Services and Onsite Comprehensive Annual Maintenance of IT Equipment in last three financial years. i.e. Financial Year (2017-18, 2018-19, 2019-20) <i>Documentary Evidence required: The Bidder must produce a certificate from Company's Chartered Accountant to this effect.</i>	Max. Marks 10
	More than Rs.15 crore	10
	>12 crore to 15 crore	6
	10 crore to 12 crore	3

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5.	<p>Technical & Qualified Manpower - The Bidder must have at least 50 technically qualified engineers holding BE/B.Tech (ECE/IT/CSE), MCA degree with at least 2 years on roles with organization. No. of engineers with above qualification(s)</p> <p><i>Documentary Evidence required: List of all employees along with qualification and experience meeting the above criteria to be furnished and signed by Authorized Signatory.</i></p>	Max. Marks 10
	More than 200 technically qualified engineers	10
	>100-200 technically qualified engineers	6
	50-100 technically qualified engineers	3
6.	<p>Total Number of engineers with MCSA/MCSE certification on roles involved in Server Administration/Management (UNIX, LINUX and Windows Based Servers, Active Directory, Backup Solution, Anti-Virus Management, SAN administration, Virtualization, etc.) and engineers with CISSP/CISM/CISA/SSCP or equivalent on Company roles in planning and implementation solution for I.T. Security such as Antivirus server, Access Management, DLP solution, ATP solutions etc.</p> <p><i>Documentary Evidence required: List of all employees along with qualification and experience meeting the above criteria to be furnished and signed by Authorized Signatory.</i></p>	Max. Marks 10
	More than 50 engineers	10
	>26 to 50 engineers	6
	10-25 engineers	3
7.	<p>Number of engineers with CCNA/CCNP certification on roles involved in Network Administration/Management (LAN, WAN, VPN, Switches, Router, Firewall, EPABX, IP Telephony, Video Conferencing, etc.)</p> <p><i>Documentary Evidence required: List of all employees along with qualification and experience meeting the above criteria to be furnished and signed by Authorized Signatory.</i></p>	Max. Marks 10
	More than 50 engineers	10
	>26 to 50 engineers	6
	10-25 engineers	3
Total Technical Score (Excluding presentation)		
Part II		
8.	<p>Presentation: Presentation should cover services proposed by the Bidder in achieving Bank's objectives, approach and methodology adopted for DC and DR Management, AMC Services, Project and Transition</p>	Max Marks 20

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Management, Bidder's knowledge/experience of tools while demonstrating features of Manage Engine EMS, etc.	
Total Technical Score	Max. Marks 100

Note: An organization having an average annual turnover of Rs. 1000 Crore or above during last three years with a minimum of 1000 employees on its payroll and having offices in all metro cities in India, will be considered as Large Corporate Sector for this RFP.

- i. Bidders have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected. **Bidders will submit index page of the supporting documents while submitting response.**
- ii. Bidders will be provided at least 2 days prior notice for making of the presentation.
- iii. **The minimum qualification score for the Technical Bid would be 75 (cut-off marks) out of Total 100 marks (Including marks for presentation).** The Bank however retains the right to lower the cut off score if adequate number of bids do not qualify with the minimum score specified above.

6.5. Financial Bid

Only firms successfully qualifying the requisite criteria of the Technical Bid process would be considered eligible for the Financial Bid Round.

The evaluation of the Financial Bids would be as follows:

- ◆ The lowest bid (As per **Total Cost "Z" of Annexure 'H'**) will be assigned the maximum Financial Score of 100 points.
- ◆ The Financial Scores of the other Financial Bids will be computed relative to the lowest evaluated Financial Bid.
- ◆ The Financial Score computing methodology is as follows:

$$\text{Financial Score (Bid under Consideration)} = \frac{100 \times \text{Price (Lowest Bid)}}{\text{Price (Bid under consideration)}}$$

6.6. Final Processing

- ◆ Proposals would be ranked according to their Final Score arrived at by combining Technical and Financial Scores as follows:

Final Score = Technical Score x T + Financial Score x F

(T - Weightage given to the Technical Bid, F - Weightage given to the Financial Bid, T + F = 1)

Weightage for the bids are as follows:

Technical Bid T	60%
Financial Bid F	40%
Total Weightage	100%

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- ◆ The firm achieving the highest combined Technical and Financial Score will be invited for negotiations, if required.
- ◆ The Bank reserves the right to revise the evaluation criteria, methodology, distribution points and weightage; if it finds it necessary to do so.

7. Commercial Terms and Conditions

Bidders are requested to note the following commercial terms and conditions for this project.

7.1. Cost of RFP

- i. Price of the tender/RFP has been fixed at ₹25,000/-. Bidder has to necessarily deposit ₹25,000/- (Rupees Five Thousand only). Account details are mentioned in Annexure Q . The proof of payment shall be submitted in the "Technical Proposal" envelope only.
- ii. Please note that any bid received without the proof of e-payment will be rejected.
- iii. The Bidder shall intimate the UTR details to Bank at the contact details provided in the RFP after making the payment along with copy of the UTR, Company's PAN and GST Registration Number.

7.2. Currency

The Bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR may not be considered.

7.3. Price

- a) The Price quoted by the Bidder should include all type of costs.
- b) The price should be valid and firm for full contract period of 5 years.
- c) The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance, as per Commercial Bid.
- d) The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for a period of 5 years which may be extended, if required, by NHB.
- e) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- f) Based on the contracted rates, NHB at its discretion may place repeat order/s annually after performance review of the previous year/assignment. Please note that the bidder will conduct project reviews on quarterly basis at Bank' HO. All payments will be subject to positive review of the same by the Bank.
- g) For any future requirement, order will be placed at the contracted man-day/man-month rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at discretion of NHB.

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- h) The Bank reserves the right to place Purchase Orders with the selected bidder(s) for any or all of the goods and/or services at the agreed unit rate for individual categories of purchase order during the period of 5 years from the date of award/Purchase Order

7.4. Price Variation

- During the contract period, Bank acknowledges that some specified items may dependent on imports. Bank agree that the prices quoted shall be increased or decreased if the exchange rate variation (ERV) (as defined below) is more /less than 10% by applying such percentage which is in excess /less of 10% of Reference Rate.
- The ERV percentage shall be calculated as a percentage increase / decrease signified by the difference in the Current Rate and the Reference Rate over the Reference Rate, calculated as follows:

$$\frac{\text{Current Rate} - \text{Reference Rate}}{\text{Reference Rate}} \times 100$$

NOTE:

- "Reference Rate" is RBI's Reference US\$ exchange rate on the date of opening of Technical bids. This rate will be recorded in presence of all the bidders present on the date of Technical bid opening and will be applicable for ERV calculation required for processing of purchase orders made w.e.f. 2nd year of contract, as mentioned above.
- "Current Rate" shall mean RBI's Reference US\$ exchange rate on the date of Purchase order (or the date of immediately preceding business day in case Forex markets in India are closed on the date of purchase order) issued by the bank to the vendor after the end of 1st year of contract period.
- In case the ERV % is less than or equal to 10%, then there will be no change in the quoted prices. If the exchange rate variation (ERV) is more than 10%, then price for Specified Items shall stand increased / decreased by the ERV% in excess of 10%, inclusive all taxes.
- The current rate will be taken from the RBI's website on the date of issuance of purchase order and will also be mentioned in such purchase orders (issued after the end of 1st year of contract period) for reference.
- Accordingly, the sale price duly adjusted in accordance with above provisions shall be invoiced to the Bank.

7.5. Payment Terms

Any payment will be released only after submission of PBG & post-signing of SLA as per the following payment terms.

- i. **Payment terms are as follows:**

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- Facility Management, AMC charges shall be paid by the Bank on quarterly basis at the end of each quarter.

The quarterly AMC amount shall be calculated as

$\text{Quarterly AMC} = \text{Total amount quoted for 5 years}/20 \text{ quarters}$

- Payment of any quarter will be made after deducting TDS/other taxes and applicable penalty pertaining to the quarter.
- **The Bidder shall submit the breakup of the AMC charges and FM for which the quarterly invoice is being raised.**
- On call Engineer visit charges shall be paid by the Bank on quarterly basis at the end of quarter on production of the bill to the satisfaction of the Bank. Bidder will have to submit attendance sheet duly signed by NHB officials on whose request call was made.
- Facility Management, AMC and Engineer visit charges (if any) shall be paid by the Bank on quarterly basis at the end of each quarter. The quarterly AMC and managed service charges may be paid in advance only after submission of another PBG of the equal value.

ii. Payment in case of Termination of contract

- In case the contract is terminated payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other taxes.

7.6. Payment in case of termination of contract

Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other applicable taxes.

8. General Terms and Conditions

8.1 The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.

8.2 All such amendments made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.

8.3 Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue

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clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.

8.4 NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.

8.5 NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.

8.6 Although service window has been defined in the RFP, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB without any extra cost.

8.7 Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.

8.8 On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein, after a period of 100 days after completion/execution of the assignments/contract.

8.9 Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contract.

8.10 NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.

8.11 The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.

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- 8.12 The Commercial and Technical Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.
- 8.13 By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.
- 8.14 Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.
- 8.15 The selected bidder will sign Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), and Integrity Pact with NHB & provide Performance Bank Guarantee, as per format provided in the RFP.
- 8.16 The bidder shall submit the Signed Integrity Pact on Rs 100/- Stamp paper along with the technical bid.
- 8.17 All expenses related to execution of the agreements including costs of stamp paper, stamp duty to be borne by the selected vendor.
- 8.18 Removal and/or Replacement of Personnel
- a) If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel (personnel according to NHB engaged for key assignments under the contract by the Bidder), the Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications and skills. In case of a critical vacancy, the Bidder shall provide a temporary resource for not more than 2 months. The temporary resource shall be of equivalent qualifications and shall be paid not more than 90% of the agreed rate of the personnel being replaced.
 - b) If NHB finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at NHB's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to NHB.
 - c) For any of the Personnel provided as a replacement under Clauses (i) and (ii) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Bidder may wish to claim as a result of such replacement, shall be subject to the prior written approval by NHB. Except as NHB may otherwise agree, (i) the Bidder shall

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bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

8.19 Acceptance of Work Order/Letter of Award

NHB will notify the successful Bidder in writing by issuing a letter of award/work order in duplicate. The successful Bidder has to return the duplicate copy to NHB within 7 working days from the date of the letter of award/work order duly accepted and signed by Authorized Signatory in token of acceptance. However, NHB has a right to cancel the letter of award/work order, if the same is not accepted within the stipulated period.

8.20 Definitive Agreement

The successful Bidder will sign Service Level Agreement (SLA) substantially in the format as provided in Annexure L and the Confidentiality cum Non-Disclosure Agreement (NDA) in Annexure M with NHB within 15 days of the letter of award (LoA) or within such extended period as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement/s as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.

8.21 Taxes

Only GST will be paid by NHB on actual basis as per statutory rates prevalent during the period of service provided. All other taxes as applicable will be borne by the Bidder. NHB is authorized to make such tax deduction at source as may be necessary as per law/ rules in force in respect of payments made to the Bidder.

8.22 Use of Contract Documents and Information

The Bidder shall not, without NHB's prior written consent, make use of any document or information provided by NHB in Bid document or otherwise except for purposes of performing the contract.

8.23 Assignment

The Bidder shall not assign/sub-contract, in whole or in part, its obligations to perform under the contract, except with NHB's prior written consent.

8.24 Duration of Contract

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The contract will be valid for a period of 5 years from the date of the work order/letter of award.

8.25 Termination Clause

NHB reserves its right to terminate the contract partially or fully in the event of one or more of the following situations:

- i. Shortfall in achieving the Service Level requirement successively in two quarters or any three quarters in a financial year.
- ii. Bidder fails to perform any other obligation(s) under the contract.
- iii. Any threat is perceived or observed on the security of bank's data / property out of any action by the staff deployed for monitoring / configuration etc., by service provider.
- iv. However either party, in the case of termination, will give 3 months' notice to the other party.
- v. The Bank, at its discretion, may terminate the contract by giving written notice to the bidder if the bidder fails to perform satisfactorily elapsing 4 weeks from the date of work order, due to any reason apart from related to Bank as mutually agreed.
- vi. The Bank may, at any time terminate the contract by giving written notice to the Service provide if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

8.26 Pre-Contract Integrity Pact Clause (To be mentioned only in cases depending on the threshold fixed as per the policy of NHB)

A "Pre-Contract Integrity Pact" would be signed between NHB and the Bidder. This is a binding agreement between NHB and Bidders. Under this Pact, the Bidders agree with NHB to carry out the assignment in a specified manner. The format of Pre-Contract Integrity Pact will be as per **Annexure - N**.

In this regard, NHB has appointed Shri Kishore Kumar Sansi, Ex-MD of Vijaya Bank (email id: kishoresansi1@gmail.com) and Shri Rakesh Rewari, Ex-DMD, NHB (email id : r_rewari@yahoo.com) as independent external monitors for the Integrity Pact in consultation with the Central Vigilance Commission.

The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings under the Integrity Pact:

- i. Denial or loss of contracts;

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- ii. Forfeiture of the EMD/Bid security and the performance bond/PBG;
- iii. Liability for damages to the principal and the competing Bidders; and
- iv. Debarment of the violator by NHB for an appropriate period of time.

The Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior compliance program for the implementation of the code of conduct throughout the company.

8.27 Support

The Bidder is required to provide sound support by arranging timely attending of calls received from the Bank's offices and problem rectification through competent service engineers. The desired support time should be uniformly maintained at all the sites. To meet timely requirements, the Bidder has to maintain sufficient inventory of spare parts/equipment at all the support Centres to avoid unnecessary delay in obtaining the spare parts/equipment.

The Bidder must supply the details of its service/support infrastructure meant for registering the complaints along with the contact numbers like mobile nos., phone nos., electronic mail addresses and names etc. of its service engineers for all locations.

Bidder shall ensure availability of spare parts for the HW and SW covered under Comprehensive AMC to meet SLA requirement. The replacement must be carried out with peripheral/component of equivalent capacity or higher capacity at no additional charges to the Bank, within the stipulated time as mentioned in SLA. However, lower capacity of such replacement shall be permitted by the Bank on case-to-case basis subject to any practical limitations for which such replacement is required.

IT System procurement/improvement is an ongoing process and the additional item included during the maintenance period also needs to be maintained within the ambit.

The Bidder must supply the details of its service/support infrastructure meant for registering the complaints along with the contact numbers like mobile nos., phone nos., electronic mail addresses and names etc. of its service engineers. The Bidder is required to provide 24x7x365 service/support for the complaints received from the Bank. The resolution matrix in **Annexure 'O'** should be adhered.

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8.28 SUSPENSION OF WORK

The Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Bank will issue orders for suspension or reinstatement of the work to the Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension.

8.29 TERMINATION OF CONTRACT

The quality of support services given by the service providers will be reviewed by Bank every twelve months and if the services are not found satisfactory, the Bank reserves the right to cancel the contract by giving one month's notice to the service provider. The decision of the Bank regarding quality of services shall be final and binding on the service provider.

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ANNEXURES

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Annexure 'A' (Bidder Information)

PART - I: Bidder Information

Please provide following information about the Company (Attach separate sheet if required): -

S. No.	Information	Particulars / Response
1.	Company Name	
2.	Date of Incorporation	
3.	Type of Company [Govt. / PSU/ Pub.Ltd / Pvt.Ltd / partnership/proprietary]	
4.	Registration No. and date of registration. Registration Certificate to be enclosed	
5.	Address of Registered Office with contact numbers [phone /fax]	
6.	GSTIN	
7.	PAN No	
8.	Contact Details of Bidder authorized to make commitments to NHB	
9.	Name	
10.	Designation	
11.	FAX No	
12.	Mail ID	
13.	Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website	
14.	Provide the range of services /options offered by you covering service description and different schemes available for: ○ IT Facility Management Services ○ Data Centre Operations	Yes / No / Comments (if option is 'No')
15.	Whether the Bidder is blacklisted/ debarred at the time of submission of this Tender, by Government of India or Central PSU/PSE/PSB/FI/Regulatory Bodies. If yes, please give details	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)

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16.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	Year	Turnover	Net Profit/Loss(-)
		2017-18		
		2018-19		
		2019-20		

Audited/Provisional/CA certificate of Balance sheet and Profit & Loss accounts for last 3 years to be submitted.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure 'B'-(Bidder Experience Details)

S.No	Details	Details to be furnished by the bidder	
1.	Vendor's experience in Implementation of IT FMS including AMC and Data Centre Maintenance		
	a) Experience in India		
	b) Global experience		
2.	No. of IT FMS Projects including AMC services carried out by the company during last three years in India (give details)		
3.	No. of Data Centre Maintenance Projects carried out by the Company during last three years in India (give details)		
4.	No. of IT FMS carried out by the company along with Data Centre Maintenance during last three years in India (give details)		
5.	Details of minimum three major IT FMS Projects and Data Centre Maintenance Projects executed	Name of the customer & Contact information	Contract Period in years (ongoing, expired)
6.	Project 1		
7.	Project 2		
8.	Project 3		
9.	No. of qualified engineers employed (Minimum Qualification: (Degree/Diploma in engineering or its equivalent with minimum of 3 years work experience in FMS/Data Centre Maintenance) - List to be provided with their qualification	(Furnish the qualification details with number of engineers under each qualification)	
10.	Availability of centralized help desk	Yes / No	
11.	Number of own support centers in India with Address and Contact Details (mobile, landline, email)		
12.	List of Franchisee Support Centres across the country	(Please submit full list of franchisee support centers with addresses separately for own centers with details of contact person, contact numbers and email IDs)	

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13.	Details of Reference Client Sites	
	Reference site 1	
	Reference site 2	
14.	Name of the Bank / large financial Institutions / Government organization/ PSU for whom IT-FMS Services and Data Centre Maintenance was provided.	1. 2. 3.

Authorized Signatories

(Name & Designation, seal of the company)

Date: _____

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Annexure 'C' - (Compliance Statement Declaration Along With Deviations)

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. with below deviations.

[Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/ suggestion/ deviation that you propose as shown below.]

Bank may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by Bank will not entitle the bidder to submit a revised commercial bid. Clarifications given in Pre-bid will not be further entertained]

S.N.	Page Number	Section Number	Clause as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4				
5				
6				

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Annexure 'D'- (Minimum Eligibility Criteria)

Following format has to be filled by the Bidder and has to be submitted in a separate envelope along with softcopy and relevant documentary proof.

Bidders will submit index page of the supporting documents while submitting response.

S.No.	Criteria	Documents to be submitted with this RFP	Bidder's Response	Supporting documents/ proof at Page No.
1.	The Bidder should be a Registered Partnership Firm/LLP/Company/Public Sector undertaking/ Govt. Company incorporated in India.	<ul style="list-style-type: none">• Certificate of Incorporation• GST Registration & PAN Card		
2.	Should have been in the business of IT Facility Management and AMC services for at least 5 years as on December 31, 2020 in India.	<ul style="list-style-type: none">• Certificate from authorized signatory/ Company Secretary of the bidder indicating that they are providing the IT FMS and AMC services for last 5 years as on December 31, 2020.• The Bidder may also provide order copy		
3.	Should have Annual Turnover of Rs.100 crore per annum or more during last 3 financial years ending March 2020, in Indian Operations only, out of which at least Rs.10 Crores in each financial year from its IT FM	The Bidder must produce a certificate from Company's Chartered Accountant to this effect. Audited balance sheet of financial years 2017-18, 2018-19 and 2019-20		

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	Services only.			
4.	Bidder should have positive net worth and must be a Profitable organization for the last three financial years.	The Bidder must produce a certificate from Company's Chartered Accountant to this effect.		
5.	Should have experience of on-site Facility Management of IT Services and Onsite Comprehensive Annual Maintenance of IT Equipment for not less than five years with an experience of at least two FIs/Scheduled Commercial Banks/Government Sector/PSUs/Large Corporate (LC) spread across multiple states/regions in India having the value of Rs. 1 crore per annum or more. Bidder should submit satisfactory service certificate / Sign off certificate from the client to the satisfaction of the Bank.	The Bidder has to provide order copy/reference letter in their name from FI/Scheduled Commerical Bank/Govt Sector/ PSU/ Large Corporate In case of Purchase Order of LC, required documentary proof to establish that the Organization is LC is to be attached with PO.		
6.	Bidder must have experience in providing IT managed services to at least 3 Data centers of FIs/Govt Sector/Scheduled Commercial	The Bidder has to provide order copy/reference letter in their name from Public Sector Bank/Financial Institution/ PSU/ Government organization		

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	Banks/PSUs/Large Corporate (LC) in India during last five years	In case of Purchase Order of LC, required documentary proof to establish that the Organization is LC is to be attached with PO.		
7.	The Bidder should have Direct Support offices in Delhi NCR & Mumbai and should be able to provide support and maintenance (directly/indirectly) at other locations viz. Ahmedabad, Bangalore, Kolkata, Lucknow, Bhopal, Guwahati, Chennai and Hyderabad.	Documentary proof such as Office registration details, list of service centers/business allies etc. with the Address, contact person and contact details to be submitted along with the bid.		
8.	Bidder should have valid ISO 9001:2015, ISO 20000 and ISO 27001:2013 certificate. The certificate/s should be valid as on the last date of submission of the bid.	Valid Copy of relevant certificates.		
9.	The bidder should not have been blacklisted by any Public Sector Bank, RBI or IBA or any other Government agencies.	Self-declaration certificate on Bidder's letter head signed by Company's Authorized Signatory.		
10.	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the Chartered Accountant/ Statutory Auditor.		

Note:

- Bidder response should be complete; Yes/No answer is not acceptable
- Documentary evidence must be furnished against each of the above criteria. All documents must be signed by the authorized signatory of the bidder. Relevant

RFP for Selection of Service Provider for IT Facility Management Services at NHB

portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

- Bidder should submit Annexure 'D' in a separate envelope along with softcopy and relevant documentary proof.
- Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. NHB will not make any separate request for submission of such information
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Annexure 'E'-(Technical Bid Covering Letter)

Date :

To
The General Manager
National Housing Bank,
Information Technology Department
Head Office
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110003

Dear Sir,

Technical Bid: Selection of Service Provider for IT Facility Management Services at NHB

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria, this Technical Proposal and a commercial Proposal. The minimum eligibility criteria and technical proposal are put in one envelope and the commercial proposal in separate envelope.

We also enclose masked Commercial Bid.

We understand you are not bound to accept any proposal you receive.

Dated at _____ / _____ day of _____ 2020.

Yours faithfully,
For

Signature
Name:

Address:
(Authorised Signatory)

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Annexure 'F'-(Technical Bid Format)

Technical Bid Format

Bidder response to the Technical Bid of this Tender document must be provided as detailed in Section 8.4 of the RFP. Any extra information may be provided as separate section at the end of Technical Bid document. Technical bid should be submitted with covering letter.

1. Details as detailed under **Section 6.4**
2. Technical Proposal Covering Letter (as per **Annexure -'E'**)

Note: Bidder must submit softcopy of complete technical bid inside the sealed envelope meant for "Technical Proposal".

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Annexure 'G'-(Commercial Bid Covering Letter)

Date:

The General Manager
National Housing Bank,
Information Technology Department
Head Office
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110003

Dear Sir,

Commercial Bid - Selection of Service Provider for IT Facility Management Services at NHB

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal [Insert RFP Number] dated [Date], and our Proposal (Technical and Commercial Proposals). The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal, i.e., [Insert date].

Yours faithfully,
For

Signature

Name
Address

(Authorised Signatory)

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Annexure 'H'- (Commercial Bid Format)

The structure of the Bidder's commercial response to this tender must be as per following order. The Commercial Bid Response must be submitted with Commercial Bid covering letter, format of which is given at the end this section.

Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- Masked commercial bids must be given with technical bid. All the pages of commercial bids must be sealed and signed by authorized signatory.
- All the quoted costs must include all applicable taxes, charges and other levies.
- Bidder must submit softcopy of complete commercial bid inside the sealed envelope meant for 'Commercial Proposal'.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.
- The commercials quoted in the commercial bid are valid for six months from the date of opening of commercial bids.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Selection of Service Provider for IT Facility Management Services at NHB

A. Price details

Table 1: Weightage Summary

S.No.	Particulars	Weightage
1.	Total Cost of CAMC of all hardware for 5 years (A)	80%
2.	Total Cost of FMS for 5 year (B)	
3.	Total Cost of Additional/Future Requirement (C)	20%

Table 2: Cost of CAMC of all Hardware for 5 years

(Amount in INR)

S.No.	Particulars	Total Amount	Total Taxes	Total Amount with taxes
1.	CAMC Cost for End User Devices in Appendix 1 (A1)			
2.	CAMC Cost for Servers in Appendix 3 (A2)			
3.	CAMC Cost for Network Devices in Appendix 4 (A3)			
4.	CAMC Cost for Data Centre Devices in Appendix 2 (A4)			
Total Cost in Figures (A = A1+A2+A3+A4)				
Total Cost in Words (A)				

* The payment towards AMC services shall be made quarterly. The quarterly AMC amount shall be calculated as (total amount quoted for 5 years)/(20 quarters)

The cost towards individual item indicated in the respective Appendix (1, 2, 3 & 4) should be annexed.

Table 3: Cost of FMS for 5 years

(Amount in INR)

S.No.	Minimum Resource Required	Man-month Rate	Qty	Total Amount	Total Taxes	Total Amount with taxes
		A	B	C=A*B*60	D	E=C+D
1.	Operation Team Lead (B1)		1			
2.	Server Engineer (B2)		3			
3.	Network Engineer (B3)		3			
4.	Facility Managers (B4)		3			
5.	Helpdesk Executive (B5)		1			
6.	Technical Assistant (B6)		1			
Total Cost in Figures (B = B1+B2+B3+B4+B5+B6)						

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Total Cost in Words (B)			
-------------------------	--	--	--

Table 4. Additional/Future Manpower Requirement

(Amount in INR)

S.No.	Resource	Qty	Amount per man-month*	Total Taxes	Total Amount with taxes
1.	DR Site Engineer (C1)	1	'		
2.	IT Solution Architect (C2)	1			
3.	L2 Server Engineer (C3)	1			
4.	L2 Network Engineer (C4)	1			
5.	L3 Server Engineer (C5)	1			
6.	L3 Network Engineer (C6)	1			
Total Cost in Figures (C = C1+C2+C3+C4+C5+C6)					
Total Cost in Words (C)					

*man-day charges will be arrived at by dividing the amount by 22 man-days

Five-year charges for additional/future requirement will be arrived at by multiplying the man-month rate into 60months.

Table 5. Weighted Cost of A, B and C

(Amount in INR)

S.No.	Particulars	Total Amount	Total Taxes	Total Amount with taxes
1.	5 year Total Cost towards AMC (A*80%)			
2.	5 year Total Cost towards FMS (B*80%)			
3.	5 year Total Cost towards Additional /Future Requirement (C*60*20%) <i>Total man-month cost multiplied by 60 months</i>			
Z = A*80%+B*80%+C*60*20%				

Commercial Evaluation

Total value be considered for Commercial Evaluation:

S.No	Item Description	Total Value (in INR)	Total Value in words
1.	Total Value for Commercial evaluation. [Z = Total Cost of Ownership]		

Note: This value (Z) will be used to arrive at lowest bidder for further evaluation as per terms of RFP

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Authorized Signatories

(Name & Designation, seal of the company)

Date

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Annexure 'I'-(ECS Mandate Form)

[To be submitted along with Technical Bid]

FORM FOR PROVIDING DETAILS OF BANK ACCOUNT FOR CREDIT OF PAYMENT FROM NATIONAL HOUSING BANK

(Please fill in the information in CAPITAL LETTERS)

1. Name of the vendor/supplier _____

2. Address of the vendor/supplier _____

City _____ Pin Code _____

E-mail id _____

Phone / Mobile No. _____

Permanent Account Number (PAN) _____

GST Registration No. _____

TIN No. _____

3. Particulars of Bank Account

A. Name of Account same as in the Bank _____

B. Name of the Bank _____

C. Name of the Branch _____

D. Address of the Branch with Tel No. _____

E. Account No. (appearing in Cheque book) _____

F. Account Type (SB, Current, etc.) _____

G. MICR No. _____

H. IFSC Code of the bank branch (to be obtained from the respective branch) _____

I/We hereby authorize National Housing Bank to credit payment(s) to my/our above bank account by ECS. # (#ECS will accepted on centers where the facility is available).

I/We hereby declare that the particular given above are correct and complete. If the transaction is delayed or not effected at all by ECS for reasons of incomplete or incorrect information, I/we would not hold National Housing Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RTGS/NEFT.

I also agree that without prejudice to the generality of the foregoing, in the event National Housing Bank is not able to carry out the ECS instructions given by me, National Housing Bank may make such arrangements for payment as deemed appropriate by it, for effecting the transaction.

Place:

Date:

Authorized Signatory/ies

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

Signature of the Authorized Official of the Bank

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Annexure 'J'- (Letter of Competence Format)

[To be submitted along with Technical Bid]

[To be executed on a non judicial stamp paper]

Letter of Competence for Quoting against NHB's RFP No. /

This is to certify that we **[Insert name of Bidder]**, Address.....are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality and number of resources to be deployed by us for the purpose will be adequate to meet the requirement and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Annexure 'K'-(Format of Bank Guarantee)

(To be executed on a non- judicial stamp paper)

To
National Housing Bank

_____ /

In consideration of the National Housing Bank (hereinafter referred to as "NHB", which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees), having awarded in favour of M/s. _____ having its registered office at _____ (hereinafter referred to as "the Consultant", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract to provide _____ on terms and conditions set out in the Request for Proposal dated..... ("the RFP") and the Service Level Agreement dated _____ ("the SLA") (hereinafter the RFP and the SLA are together referred to as "the Contract"), and the Consultant having agreed to provide a Performance Bank Guarantee for the faithful performance of the services as per the terms of the "Contract" including the warranty obligations /liabilities under the contract of equivalent value amounting to _____/ ____% of the value of the Contract if any, to NHB amounting to _____ (in words) in the form of a bank guarantee,

, we, _____ (Name) _____(Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) at the request of the Consultant do hereby irrevocably guarantee for an amount of Rs. _____ (Rupees. _____) and undertake to pay NHB the guaranteed amount merely on demand, without any previous notice from NHB, without any demur or protest and without referring to any other source, any and all monies payable by the Consultant by reason of any breach by the said Consultant of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till _____ (day /month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal not withstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Consultant and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB is fully paid and claims satisfied or till NHB discharges this Guarantee.

NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the Consultant. The Bank shall not be released from its liabilities under these presents by any exercise of NHB of the liberty with reference to the matter aforesaid.

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NHB shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between NHB and the Consultant or any other course or remedy or security available to NHB and the Bank shall not be released of its obligations/ liabilities under these presents by any exercise by NHB of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of NHB or any other indulgence shown by NHB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of NHB in writing.

The Bank further agrees that the decision of NHB as to the failure on the part of the Consultant to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to NHB hereunder shall be final, conclusive and binding on the Bank.

The Bank also agrees that NHB shall be entitled at his option to enforce this guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or guarantee that it may have in relation to the Consultant's liabilities.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

Notwithstanding anything contained herein:

(a) our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____ in words);

(b) this bank guarantee shall be valid up to _____; and

(c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated

RFP for Selection of Service Provider for IT Facility Management Services at NHB

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Annexure 'L'-(Service Level Agreement)

(To be executed on a non- judicial stamp paper)
Service Level Agreement

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to "the Agreement") is made on this _____ day of the month of _____, 2020, by and between,

National Housing Bank, a bank constituted under the National Housing Bank Act, 1987, having its Head Office at Core 5A, 3rd -5th floors, India Habitat Centre, Lodhi Road, New Delhi-110003 (hereinafter called "NHB"), which expression shall include wherever the context so permits, its successors and assigns ; AND

_____, a company registered under the Companies Act, 1956, having its registered office at _____ (hereinafter called the "Consultant"), which expression shall include wherever the context so permits, its successors and permitted assigns.

(Hereinafter NHB and the Consultant are collectively referred to as "the Parties" and individually as "the Party")

WHEREAS

- (A) NHB intends to hire the Consultant for _____, as detailed in the Request for Proposal no. _____ on _____ (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the "RFP (attached hereto as Appendix- I).
- (B) The Consultant has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical & Commercial Bids of the Bidders and accordingly the letter of award no. _____ dated _____ ("LoA") (attached hereto as Appendix- II) has been issued by NHB to the Consultant;
- (C) The Consultant has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- (D) In terms of the RFP, NHB and the Consultant have agreed to enter into this definitive Service Level Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

1. GENERAL PROVISIONS

RFP for Selection of Service Provider for IT Facility Management Services at NHB

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means and shall construe this Agreement;
- (c) "Deliverables" means and includes the major deliverables as specified in Clause _____ of the RFP.
- (d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (e) "Personnel" means persons hired/to be hired by the Consultant as employees and assigned to the performance of the Services or any part thereof.
- (f) "Project" means collectively the Services and the Deliverables to be provided as detailed in the RFP.
- (g) "Services" or "Scope of Work" means and includes the scope of work to be performed by the Consultant as described/set out in Clause _____ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Consultant.

1.2 Principles of Interpretation

In this Agreement , unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;
- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
- c) The RFP, the LoA and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.

RFP for Selection of Service Provider for IT Facility Management Services at NHB

- d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of NHB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Consultant.

1.3 Purpose

- 1.3.1 It is hereby agreed that the Consultant shall provide the Services to NHB as set out in the RFP till the completion of the Project. The objective of the Project is to make _____.

1.3.2 Performance of the Scope of Work

The Consultant shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed time lines in terms of the RFP and the entire assignment shall be completed within the Term of this Contract.

1.3.3 Term/Period of Contract

The entire assignment as detailed in the Scope of Work under this Contract shall be completed within a period of _____ ("Term") starting from _____ by the Consultant unless the period is extended in accordance with this Agreement.

1.3.4 Contract Price

The entire assignment to be performed under this Contract is fixed price contract and the Consultant shall be paid the total price consideration of Rs. _____ (Rupees _____) ("Contract Price") for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.2 of this Agreement.

1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHB and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel to be engaged by the Consultant for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also for the quality of the work done by their personnel.

1.5 Language

This Contract has been executed in the English language, which shall be the binding and

RFP for Selection of Service Provider for IT Facility Management Services at NHB

controlling language for all matters relating to the meaning or interpretation of this Contract.

1.6 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.7 Notices

1.7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For NHB:

Attention: _____

Fax: _____

For the Consultant:

Attention: _____

Fax: _____

1.7.2 Notice will be deemed to be effective as follows

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In case of telegrams, ninety six (96) hours following confirmed transmission; and
- (c) In the case of facsimiles, seventy two (72) hours following confirmed transmission.

1.7.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.8 Location

The Services shall be performed at Delhi or at such location required/ approved by NHB.

1.9 Authority of Consultant

The Consultant hereby authorize _____ to act on their behalf in exercising the entire Consultant's rights and obligations towards NHB under this Contract, including without limitation for signing letters/communications, execution of

RFP for Selection of Service Provider for IT Facility Management Services at NHB

agreements, for receiving instructions and payments from NHB.

1.10 Taxes and Duties

The Consultant and their personnel shall pay the taxes (excluding GST), duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the tenure of this Agreement and NHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the Consultant.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Agreement deemed to have taken effect from the date of acceptance of the Letter of Award (LoA) by the Consultant i.e. w.e.f.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services immediately viz. from the date of acceptance of LoA, or on such date as the Parties may agree in writing.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause-2.8 hereof, this Contract shall expire on the expiry of the Term as stated on Clause 1.3.3 herein unless the Term is extended in accordance with the Clause 2.6.4.

2.4 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained, pursuant to Clause-5.2 hereof, however, each Party shall give due

RFP for Selection of Service Provider for IT Facility Management Services at NHB

consideration to any proposals for modification made by the other Party.

2.6 Force Majeure

2.6.1 Definition

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood and Acts and Regulations of respective government of the two Parties directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other Party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NHB shall have the option of canceling this Contract in whole or part at its discretion without any liability on its part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

2.6.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal

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conditions as soon as possible.

- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.5 Consultation

Not later than thirty (30) days after the Party, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension

NHB may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if NHB is not satisfied with the performance of the Consultant or if the Consultant fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension and shall invoke contract performance guarantee.

2.8 Termination

2.8.1 By NHB

NHB may by not less than fifteen (15) calendar days written notice of termination to the Consultant, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

- (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing;

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- (b) If the Consultant becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Consultant submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Consultant knows to be false;
- (e) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Consultant either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Consultant/its personnel are found to be involved in any fraudulent or criminal act;

4.38.1

- (g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract..

4.38.2

2.8.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause- 2.8.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
- (b) The obligation of confidentiality set forth in Clause-3.7 hereof,
- (c) Any right which a Party may have under the Applicable Law.

2.8.3 Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

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2.8.4 Payment in case of termination of contract

Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the services already delivered, after deducting applicable penalty and TDS/other applicable taxes.

3.0 OBLIGATIONS OF THE CONSULTANT

3.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, technical and engineering practices, and employ appropriate advanced technology, safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to NHB, and shall at all times support and safeguard NHB's legitimate interests in any dealings with third parties.

3.2 Law Governing contract

The Consultant shall perform the assignment in accordance with the applicable Law and shall take all practicable steps to ensure that the Personnel of the Consultant comply with the Applicable Law.

3.3 Conflict of Interest

The Consultant shall hold NHB's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

3.4 Consultant Not to Benefit from Commissions/Discounts etc.

The payment of the Consultant by NHB shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

3.5 Consultant and Affiliates not to be otherwise interested in /benefited from the Project

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The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall not create any work/ opportunity for itself and for any of its affiliates from this Project/ assignment and/or derive any financial benefits directly or otherwise, other than what is agreed to be paid as professional fee as mentioned at Clause 4.2 for this assignment.

3.6 Prohibition of Conflicting Activities

The Consultant and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The Consultant and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Project subsequently.

3.7 Confidentiality

The Consultant and its Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or NHB's business or operations without the prior written consent of NHB.

A separate non-disclosure cum confidentiality agreement ("NDA") will be signed between the Consultant and NHB, if required.

3.8 Insurance to be taken out by the Consultant

The Consultant shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment, comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Consultant or their staff on the assignment

3.9 Liability of the Consultant

The Consultant shall be liable to NHB for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by NHB as a result of a default of the Consultant in such performance, subject to the following limitations:

- (a) The Consultant shall not be liable for any damage or injury caused by or arising out of any act, neglect, default or omission of any persons other than the Consultant and its Personnel; and

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- (b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.

3.10 Indemnification of NHB by the Consultant

The Consultant shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Consultant or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Consultant or its personnel; and/or (iii) any claim made by employees who are deployed by the Consultant against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Consultant to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.

3.11 Limitation of Liability

- (i) The Consultant's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to _____ times of the total contract value.
- (ii) The Consultant's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Consultant shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Consultant for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

3.12 Consultant's Actions Requiring Owner's Prior Approval

The Consultant shall not enter into a sub contract for the performance of any part of the Services, without the prior approval of NHB in writing. However, the Consultant can hire the services of Personnel to carry out any part of the services. The Consultant shall remain fully liable for the performance of the services by its personnel pursuant to this Contract.

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3.13 Reporting Obligations

The Consultant shall submit to NHB the reports and documents within the timelines set forth in the Offer Letter, including any supporting data required by NHB.

3.14 Documents prepared by the Consultant to be the Property of NHB:

All software, algorithms, reports and other documents prepared/developed by the Consultant in performing the Services shall become and remain the property of NHB, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and shall not use them for purposes unrelated to this Contract without the prior written approval of NHB.

3.15 Consultant's Personnel

The Consultant shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence as stipulated under the RFP and are in all respects acceptable to NHB. The Consultant will do its utmost to ensure that the personnel identified by the Consultant to work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the Consultant, the Consultant will provide NHB with another personnel of equivalent knowledge, skill and experience acceptable to NHB as his substitute.

The Consultant shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the Consultant and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between NHB and said personnel so engaged by the Consultant.

The Consultant shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under applicable laws in respect of its personnel/employees engaged by the Consultant under this Agreement. The Consultant agrees to indemnify NHB in respect of any claims that may be made by statutory authorities against NHB in respect of contributions relating to the personnel/employees engaged by the Consultant for performing the work under this Agreement. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Consultant.

3.16 Non-Compete

The Consultant will neither approach nor make any proposal for work for any employee of NHB directly or indirectly during the validity of this Agreement and for one year from the date of

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termination of this Agreement.

3.17 Change in Ownership or Constitution:

The Consultant will inform NHB immediately about any change in its ownership or its constitution. The Consultant will ensure that the NHB's interest will be protected with utmost care. If NHB is not satisfied with the change of ownership or constitution of the Consultant and/or with the new owner, NHB shall have the right of termination and in that event, the payment, if any, upon termination may be made as provided in clause 2.8.4.

4.0 OBLIGATIONS OF NHB

4.1 Support:

NHB will provide the support as required necessary by it including giving access to the relevant and limited data maintained in its system to the Consultant for carrying out the assignment under the Contract.

4.2 Consideration & Payment Terms

In consideration of the Services performed by the Consultant under this Agreement, NHB shall make to the Consultant such payments and in such manner as specified in the RFP and/or the LoA.

The Consultant shall submit the bills to NHB of firms printed bill forms indicating the work done by him during the period for which payment is sought. NHB shall make payments to the Consultant as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

4.3 Non-Solicitation:

NHB agrees not to make an offer for employment to any personnel provided/deployed by the Consultant under this Agreement, and, not to accept any application for employment from him/her, while he is under the term of this Agreement, and, for up to twelve (12) months from the date of last assignment of the work under this Agreement with NHB.

5.0 FAIRNESS AND GOOD FAITH

5.1 Good Faith

The Parties undertake to act in all fairness and good faith in respect to each other's rights

RFP for Selection of Service Provider for IT Facility Management Services at NHB

under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

6.0 UNDERTAKINGS:

The Consultant hereby further undertakes:

- (i) That the Consultant has gone through all the required/relevant and extant instructions/ circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of NHB, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the Consultant and it complies/will comply with all such requirements.
- (ii) That the Consultant has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to NHB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.

4.38.3

- (iii) That being the Consultant of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (iv) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Consultant and as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Consultant by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.
- (v) That the Consultant shall not do anything that will be of any conflict of interest to the Consultant while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Consultant shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Consultant and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.

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- (vi) That the Consultant has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the Consultant in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Consultant shall act at all times in the interest of NHB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Consultant.

7.0 SEVERABILITY:

Each clause of this Agreement is enforceable independently. Should any clause of this Agreement become not enforceable due to any reason, it will not affect the enforceability of the other clauses.

8.0 SETTLEMENT OF DISPUTES

In the event of any dispute or difference arising out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably through mutual discussions. If, however, the parties are not able to settle them amicably without undue delay, the same shall be settled by the process of arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time). The venue of such arbitration shall be at New Delhi and the proceedings shall be conducted in English. The arbitration tribunal shall consist of Sole i.e. 1(one) Arbitrator to be appointed jointly by the Parties within thirty (30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other. If the Parties fail to agree on appointment of such Sole Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

Notwithstanding, it is agreed that the Consultant shall continue the remaining work for the assignment under this Agreement during the pendency of arbitration proceedings unless otherwise directed in writing by NHB or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained.

9.0 JURISDICTION AND APPLICABLE LAW

RFP for Selection of Service Provider for IT Facility Management Services at NHB

This agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subjected to exclusive jurisdiction of the Courts at New Delhi.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement signed in their respective names on the day and year first above written at New Delhi.

FOR AND ON BEHALF OF NATIONAL HOUSING BANK

By _____
Authorized Representative

FOR AND ON BEHALF OF [CONSULTANT]

By _____
Authorized Representative

WITNESSES:

1.
(Name and address)

2.
(Name and address)

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Annexure 'M'-(CONFIDENTIALITY -CUM- NON DISCLOSURE AGREEMENT)

CONFIDENTIALITY -CUM- NON DISCLOSURE AGREEMENT

(To be executed on a non- judicial stamp paper)

This Confidentiality -cum-Non Disclosure Agreement is entered into at New Delhi on thisdayof _____, 2020, by and between;

_____, a _____ incorporated _____, having its Registered Office at _____ (hereinafter referred to as "the Consultant"), which expression shall include wherever the context so permits, its successors and permitted assigns; and

The National Housing Bank, a bank constituted under the National Housing Bank Act,1987 (Central act No. 53 of 1987) having its Head Office at Core-5A,5th Floor, India Habitat Centre, Lodhi Road, New Delhi-110003; (herein after referred to as "NHB"), which expression shall include wherever the context so permits, its successors and permitted assigns:

WHEREAS the Consultant & NHB would be having discussions and negotiations concerning _____ ("Purpose") between them as per the Service Level Agreement dated (hereinafter referred to as "SLA"). In the course of such discussions & negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential & proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as "the Disclosing Party" & will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as "the Recipient/Receiving Party", and will include its affiliates & subsidiaries and its personnel.

Now this Agreement witnesseth:-

1. Proprietary Information: As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient/Receiving Party by

RFP for Selection of Service Provider for IT Facility Management Services at NHB

the Disclosing party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10(ten) days after such disclosure, delivers to the Recipient/Receiving Party a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient/ Receiving party to whom such disclosure was made.

2. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far this may be required for the proper exercise of the Parties respective rights and obligations under this Agreement.
- b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer's names, customer information and business information of the Disclosing Party.
- c) Confidential information does not include information which:
 - (i) is publicly available at the time of its disclosure; or
 - (ii) becomes publicly available following disclosure; or
 - (iii) is already known to or was in the possession of Recipient/Receiving party prior to disclosure under this Agreement; or
 - (iv) is disclosed to the Recipient/Receiving party from a third party, which party is not bound by any obligation of confidentiality; or
 - (v) is or has been independently developed by the Recipient/Receiving party without using the confidential information;
 - (vi) is disclosed with the prior consent of the Disclosing Party.

RFP for Selection of Service Provider for IT Facility Management Services at NHB

3. Non -Disclosure of Proprietary Information: For the period during the agreement or its renewal, the Recipient/Receiving Party will:
 - a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
 - b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its own confidential information of similar importance and
 - c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.
4. Limit on Obligations: The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information :
 - a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;
 - b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;
 - c) becomes known to the Recipient/ Receiving Party through disclosure by any other source, other than the Disclosing party, having the legal right to disclose such Proprietary Information.
 - d) is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or
 - e) is required to be disclosed by the Recipient/ Receiving Party to comply with applicable laws or governmental regulation, provided that the Recipient/ Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.
5. Return of Documents: The Recipient/ Receiving Party shall, upon request of the Disclosing Party , in writing ,return to the Disclosing party all drawings, documents

RFP for Selection of Service Provider for IT Facility Management Services at NHB

and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event, it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this Agreement, the Recipient/ Receiving Party will promptly return to the other part or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however the Receiving Party shall retain copies to be in compliance with its statutory, regulatory, internal policy or professional obligations.

6. Communications :Written communications requesting transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

_____ NATIONAL HOUSING BANK

(Consultant)

7. Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of _____ years from the termination of the SLA.
8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law.
9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Consultant to NHB as a part of the outcome or deliverables under the SLA and which, in the opinion of NHB, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by NHB with such third party agency/institution for conducting such study/analysis and no prior consent of the Consultant is required for the same. Such report/finding/ document delivered/ submitted by the Consultant to NHB shall become exclusive property of NHB and as such NHB shall not be bound

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by any restriction from disclosure of such report/ finding/ document or content thereof, being the Receiving Party.

10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause _____ of the SLA executed between the parties hereto.

11. Miscellaneous

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.
- b) This Agreement will be binding upon & enure to the benefit of the parties hereto and it includes their respective successors & assigns
- c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

BANK

FOR _____

FOR NATIONAL HOUSING

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESSES:

1.

2.

Annexure 'N'-(Pre Contract Integrity Pact)

Pre Contract Integrity Pact

(To be executed on a non- judicial stamp paper)

This pre-bid/pre-contract Agreement (hereinafter called "this Integrity Pact") between, the National Housing Bank, a bank established under the provisions of the National Housing Bank Act, 1987 having its Head Office at Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003 represented through Shri/Ms _____ , (Designation) (hereinafter called "NHB", which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part

AND

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

(The party of the First Part and the party of the Second Part are hereinafter collectively referred to as the "Parties" and individually as the "Party")

WHEREAS NHB proposes to procure _____ (name of the items/services) as mentioned in the RFP No. _____ ("RFP") and the Bidder is willing to offer/has offered _____ (name of the items/services) as desired by NHB in terms of the RFP;

WHEREAS the Bidder is a private company/public company/Government undertaking/ partnership/registered export agency, constituted in accordance with the relevant law in the matter and NHB is a statutory body established under the Act of Parliament;

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

- (i) enabling NHB to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- (ii) enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and NHB will commit to prevent corruption, in any form, by its officials by following transparent procedures.

AND WHEREAS the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Commitments of NHB

4.38.4 1.1 NHB undertakes that no official of NHB, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

4.38.5 1.2 NHB will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.38.6 1.3 All the officials of NHB will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

3. Commitments of Bidders

RFP for Selection of Service Provider for IT Facility Management Services at NHB

4.38.7 3.1 Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of NHB, as applicable to the subject matter.

3.2 The Bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to NHB under the contract in terms of the RFP.

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

- (a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.
- (b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- (c)* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
- (d)* The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.
- (e)* The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NHB or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.
- (f) The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NHB or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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- (g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- (h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- (j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of NHB or alternatively, if any relative of an officer of NHB has financial interest/ stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- (m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NHB.
- (n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

3.4 The Bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:

- (a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of NHB, while rendering any advice or service.
- (b) The Bidder shall act/perform, at all times, in the interest of NHB and render any advice/service with highest standard of professional integrity.
- (c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold NHB's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.
- (d) The Bidder declares/affirms that it has not been hired by NHB for any

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assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of NHB. Without limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services) - The Bidder has not been engaged by NHB to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Bidder's obligations under a turnkey or design and build contract.

- (ii) Conflict among consulting assignments - The Bidder understands that neither Bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting NHB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*
- (iii) Relationship with NHB's staff - The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, has/have a close business or family relationship with a professional staff of NHB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NHB throughout the selection process and the execution of the contract.

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- (iv) A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal: If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

4. Previous Transgression

- 4.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

5. Accountability

- 5.1 The Bidder undertakes that in case of its selection as the successful Bidder and assignment of the contract to the Bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to NHB, keeping in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.
- 5.2 The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

4.38.8

6. Personal Liability

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Bidder shall be liable to NHB for any violation of this Integrity Pact as per the applicable law, besides being liable to NHB as may be provided under the service level agreement/contract to be executed.

7. Transparency and Competitiveness

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/Bidders, while rendering any advice/service to NHB, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, Bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

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8. Co-operation in the Processes:

The Bidder shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of contractual obligations by the Bidder.

9. Sanctions for Violations

4.38.9

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle NHB to take all or any one of the following actions, whenever required:

4.38.10

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However the proceedings with the other Bidder(S) would continue.
- (ii) The Earnest Money Deposit (in per-contract stage) and / or Security Deposit /Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by NHB and NHB shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by NHB, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from NHB in connection with any other contract, such outstanding payment could also be utilized and appropriated by NHB to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments already made by NHB, along with interest.
- (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to NHB resulting from such cancellation /rescission and NHB shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future Bidding process of NHB for a minimum period of five year which may be further extended at the discretion of NHB.
- (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.

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- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
 - (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.
- 9.2 NHB will be entitled to take all or any the actions mentioned at para 10.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 9.3 The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

10. Fall Clause:

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

11. Disqualification & Forfeiture of EMD/PBG etc

The Bidder(s) agree(s) that:

- (a) Prior to award of contract or during execution of the contract, if the Bidder (s) has/have committed any transgression/breach of this Integrity Pact, NHB is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.
- (b) If NHB disqualifies the Bidders(s) from the tendering process prior to award of contract under clause (a) above, NHB is entitled to demand and recover the damages equivalent to the EMD and in such event, the EMD shall be forfeited.
- (c) After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).

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- (a) It is agreed that the decision of NHB regarding forfeiture of EMD/performance bonds/ PBG shall be final and binding.

4.38.11

12. Independent External Monitors:

- 12.1 NHB has appointed Shri Kishore Kumar Sansi, Ex-MD of Vijaya Bank (email id kishoresansil@gmail.com) and Shri Rakesh Rewari, Ex-DMD, SIDBI (email id : r_rewari@yahoo.com) as independent external monitors (hereinafter referred to as "the Monitors") for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5 As soon as the Monitor notices, or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.
- 12.7 NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.
- 12.8 The Monitor will submit a written report to the designated Authority of NHB within 8 to 10 weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

13. Facilitation of Investigation:

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

14. Law and Place of Jurisdiction:

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This Integrity Pact is subject to Indian Law. Any dispute arising out of this shall be subject the jurisdictions of the Courts at New Delhi.

15. Other Legal Action:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. However, the Parties shall not approach the Courts of Law while representing the matters to the Monitor/s and shall await the decision of the Monitor/s in the matter.

16. Validity:

- 16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both NHB and the Bidder, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six month from the date of the signing of this Integrity Pact.
- 16.2 Should one or several provisions of this Integrity Pact turn out or be invalid, the remainder of this Integrity Pact shall remain valid. In this case the Parties will strive to come to an agreement to their original intentions.

The Parties hereto sign this Integrity Pact on the day, month and year and at the place mentioned herein below.

For National Housing Bank	For Bidder
(Authorised Signatory)	(Authorised Signatory)
Place:	Place:
Date:	Date:
<u>Witness</u>	<u>Witness</u>
1. _____	1. _____
_____	_____
(Name & Address)	(Name & Address)
2. _____	2. _____
_____	_____
(Name & Address)	(Name & Address)

(provisions of these clauses would need to be amended /deleted in line with the policy of NHB in regard to involvement of Indian agents of foreign suppliers.)*

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Annexure 'O'- (Resolution matrix)

(To be submitted along with Technical Bid)

We declare that we will adhere to following resolution matrix during our service contract period with NHB:

Situation	Expected response of Service Provider
Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention	1st call response immediate · Our Resources at Your site as soon as possible. · Continuous effort on a 24x7 basis · Notification of Our Senior Executives
Critical business impact: · Significant loss or degradation of services. · Needs attention within 1hour	1st call response in 1 hour or less · Our Resources at Your site as required. · Continuous effort on a 24x7 basis · Notification of Our Senior Managers
Moderate business impact: · Moderate loss or degradation of services but work can reasonably continue in an impaired manner. · Needs attention within 2 Business Hours	1st call response in 2 hours or less · Effort during Business Hours
Minimum business impact: · Substantially functioning with minor or no impediments of services. · Needs attention within 4 Business Hours	1st call response in 4 hours or less · Effort during Business Hours only

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Annexure 'P' - Undertaking by Bidder

The Bidder should give the following Undertaking/certificate on its letterhead

CERTIFICATE

I have read the Clause 3.41 of this RFP regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << **name of the Bidder** >> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Annexure 'Q' - Bank Account Details

The Bank Accounts details for crediting the Cost of the RFP is given below:

S.No	Type	Particulars
1.	Beneficiary Name	National Housing Bank
2.	Beneficiary Address	Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003
3.	Beneficiary Bank Name	State Bank of India
4.	Beneficiary Bank Branch Address	Pragati vihar Delhi Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi - 110 003
5.	Type of Bank Account	Current account
6.	Beneficiary Bank A/C No	52142903844
7.	IFCS code of Bank branch	SBIN0020511
8.	MICR No	110002658

The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the Bid may not be considered for further evaluation.

APPENDIX

RFP for Selection of Service Provider for IT Facility Management Services at NHB

Appendix -1 - End User Devices

The list of End User Devices including their AMC Status is given in the below excel sheet.



Appendix%201.xlsx

Appendix -2 - Data Centre Equipment

The list of Data Centre Equipment including their AMC Status is given in the below excel sheet.



Appendix%202.xlsx

Appendix -3 - Servers

The list of Servers including their AMC Status is given in the below excel sheet.



Appendix%203.xlsx

Appendix -4 - Network Equipment

The list of Network Equipment including their AMC Status is given in the below excel sheet.



Appendix%204.xlsx

End of RFP