# Request for Qualification (RFQ) for Supply, Installation, Configuration, Implementation & Support of Hyper-Converged Infrastructure and Software Solution for Expansion of Bank's On-Premises Private Cloud under Rate Contract

**Union Bank of India, Department of Information Technology**

**1/1A, Technology Centre, Adi Shankaracharya Marg,**

**Opp. Powai Lake, Powai, Andheri East, Mumbai – 400072**

# DISCLAIMER

The information contained in this Request for Qualification (RFQ) is provided to the Bidder(s) on the terms and conditions set out in this RFQ document. The RFQ document contains statements derived from information that is believed to be true and reliable at the date obtained 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 Bank in relation to the provision of services.

The RFQ document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFQ process unless and until a formal contract is signed and executed by duly authorized officers of Union Bank of India with the Bidder. The purpose of this RFQ is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFQ does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFQ and where necessary obtain independent advice. Union Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFQ. Union Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ.

## GENERAL INSTRUCTIONS TO BIDDERS

All bidders must note that this being E-tender, bids received only through online on E-tendering portal **https://ubi.abcprocure.com**shall be considered as an offer. *Any bid submitted in physical form will not be received or opened and shall be summarily rejected*.

**Procedure for submission of E-tender by bidder:**

Interested bidders who wish to participate should visit website https://ubi.abcprocure.com which is the ONLY website for bidding their offer. Further, the procedure is as follows:

1. Register your company in website https://ubi.abcprocure.com for obtaining a Login ID and Password.
2. Using the login ID, password and digital signature, login in to the tender portal to download the tender document. It is mandatory for the Bidders to have a valid Digital Signature Certificate – Signing and Encryption (Class – II or Class – III) issued by any of the valid Certifying Authority approved by Govt. of India as per IT Act, 2000. DSC on **Organization name** is required, if bidder want to participate on behalf of his/her Company.
3. Pay Earnest Money Deposit (i.e. EMD) through Demand Draft (i.e. DD)/Bank Guarantee (BG) and upload the scan copy in the website.
4. Upload supporting documents by clicking "Mapped Documents". Then submit the tender. Take a print screen of "Bid successfully submitted" message for reference.
5. Primary Contact Numbers:-+91-9081000427, 9904406300, email id: support@procuretiger.com
6. Alternate Contact No.:- Mr. Nandan Valera :- 079-68136809/6815/6824, M:9081000427, nandan.v@eptl.in.
7. System requirement for online bid submission:
   a. Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed.
   b. Operating system - Windows XP Service pack -3 / VISTA/ Windows 7 or above.
8. Bidder must submit the offer before online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

**NOTE: Submission of any bid document through offline mode will not be accepted except Bid Security (EMD) and Pre-Contract Integrity Pact (on plain paper) signed by authorized signatory and should be submitted on or before last date & time of bid submission.**

## Abbreviations

The long form of some abbreviations commonly used in the document is given below:

| Abbreviations | Description |
| --- | --- |
| AES | Advanced Encryption Standard |
| AMC | Annual Maintenance Charges |
| ATS | Annual Technical Support |
| BFSI | Banking, Financial Services and Insurance |
| BGP | Border Gateway Protocol |
| CIFS | Common Internet File System |
| CIF | Cost Insurance and Freight |
| EMD | Earnest Money Deposit |
| eMLC | Enterprise Multi-level Cell |
| ERSPAN | Encapsulated Remote Switched Port Analyzer |
| HBA | Host Bus Adapter |
| HCI | Hyper Converged Infrastructure |
| IOPS | Input Output Operations Per Second |
| ISIS | Intermediate System to Intermediate System |
| LTO | Linear Tape Open |
| MSME | Micro, Small & Medium Enterprises |
| NDA | Non-Disclosure Agreement |
| NFS | Network File System |
| OEM | Original Equipment Manufacturer |
| OSPF | Open Shortest Path First |
| PBG | Performance Bank Guarantee |
| RBAC | Role Base Access Control |
| REST | Representational State Transfer |
| RHEV | Red Hat Enterprise Virtualization |
| RSPAN | Remote Switched Port Analyzer |
| SAN | Storage Area Network |
| SLA | Service Level Agreement |
| SNMP | Simple Network Management Protocol |
| SOAP | Simple Access Object Protocol |
| SSD | Solid State Drive |
| SSL VPN | Secure Socket Layer Virtual Private Network |
| TCO | Total Cost of Ownership |
| VTL | Virtual Tape Library |
| vSAN | VMware Storage Area Network |

**Bid Details:**   RFQ Ref. No.  UBI/DIT/2022-23/01

| | |
|---|---|
| **Start Date & Time of issue of RFQ/ Document Download** | 05.05.2022 at 11:00 Hours |
| **Date and time of Online Prebid Meeting** | 12.05.2022 by 11:00 Hours |
| **Last date and time for submission of query** | 13.05.2022 by 17:00 Hours |
| **Last date and time of Downloading of RFQ** | 26.05.2022 by 15:00 Hours |
| **Last date and time for submission Of Bidding Document** | 26.05.2022 by 16:00 Hours |
| **Date and Time of Technical Bid Opening** | 26.05.2022 by 16:15 Hours |
| **Place of opening of Bids** | Union Bank of India, Department of Information Technology (Ground Floor), Technology Centre, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Mumbai. |
| **Address &Contact Numbers** | As above Tel:(022) 25710507/528/527/236 |
| **Cost of RFQ** | Cost of RFQ is waived off if bidder prefers to download the RFQ document online. However, bidder is required to pay Rs.2,500/- in the form of Demand Draft in favor of Union Bank of India, payable at Mumbai for purchasing hardcopy from DIT. |
| **Security Deposit/Earnest Money Deposit (EMD)** | Rs.3,25,00,000/- (Rupees Three Crore Twenty Five Lac Only) in the form of Demand Draft in favor of Union Bank of India, payable at Mumbai. EMD can also be paid in the form of Bank Guarantee (BG) of any scheduled commercial Bank other than Union Bank of India and should be valid for 6 months from the date of bid submission with a claim period of 45 days. |
| **Contact details** | Interested Bidders are requested to send the email to: bhukya.sripriya@unionbankofindia.com dnpeter@unionbankofindia.com rajeshkr@unionbankofindia.com containing below mentioned information, so that in case of any clarification same may be issued: **Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc.** |

**Note**: Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after submission of bids. No bidder shall be allowed to withdraw the bid.

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# Union Bank of India

## 1. Introduction

Union Bank of India, a Public Sector Bank has its Head Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai – 400021, having Department of Information Technology at 1/1A, Adi Shankaracharya Marg, opp. Powai Lake, Powai, Andheri East, Mumbai-400072.The Bank has 9400+ branches, 18 Field General Manager's offices and 125 regional offices spread across the country.

## 2. Integrity Pact (IP)

Venders/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification.

IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Qualification (RFQ) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure J for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

a. Dr. Meeran Chadha Borwankar, IPS (Retd.)
E-mail- mcborwankar@gmail.com

b. Smt. Bharathi Sivaswami Sihag, IAS (Retd.),
E-mail- bsihag@hotmail.com

## 3. Definition

3.1. 'Bank or UBI' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Union Bank of India', described in more detail in clause 1 above and which has invited bids under this Request for Proposal and shall be deemed to include it successors and permitted assigns.

3.2. 'RFQ' means this Request for Qualification prepared by Union Bank of India for Supply, Installation, Configuration, Implementation & Support of Hyper-Converged Infrastructure and Software Solution for Expansion of Bank's On-Premises Private Cloud under Rate Contract and backup solution at its Primary Site (PR) and Disaster Recovery (DR) Site.

3.3. 'Bidder' means a vendor who is submitting the proposal in response to this RFQ.

3.4. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.

3.5. 'Proposal' means that Technical/Financial proposal including any documents submitted by the bidder as per the formats prescribed in the RFQ.

3.6. 'Solution' means providing services for Supply, Installation, Configuration, Implementation & Support of Hyper-Converged Infrastructure and Software Solution for Expansion of Bank's On-Premises Private Cloud under Rate Contract and backup solution at its Primary Site (PR) and Disaster Recovery (DR) Site.

## 4. Objectives of the RFQ

4.1. Bank invites proposals from competent and authorized Bidders for Supply, Installation, configuration, reconfiguration, Commissioning and Maintenance of vSAN ready Hyper-Converged Infrastructure (HCI) along with VMware private cloud software solution for expansion of Bank's On-Premise Private Cloud Infrastructure under rate contract and backup solution at its Primary Site (PR) and Disaster Recovery (DR) Site.

4.2. Bidder who is interested in participating in this RFQ must fulfil the eligibility criteria mentioned in the document and also in a position to comply the technical specification.

4.3. Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFQ.

4.4. Bank may not accept any deviations from the terms and conditions specified in the tender. Deviations could result in disqualification of the offer made by the vendor at the discretion of the Bank.

## 5. Invitation to Bidders

Bank invites proposal from the eligible entities for Supply, Installation, configuration, reconfiguration, Commissioning and Maintenance of vSAN ready Hyper-Converged Infrastructure (HCI) along with VMware private cloud software solution for expansion of Bank's On-Premise Private Cloud Infrastructure under rate contract.

No contractual obligation on behalf of the Bank whatsoever shall arise from the RFQ process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the successful bidder.

Bidders are expected to examine all instructions, forms, terms, specifications, and

other information in the RFQ document. Failure to furnish any information required by the RFQ document or to submit a bid not substantially responsive to the RFQ document in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFQ.

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder. The Document can be downloaded from Bank's Website www.unionbankofindia.co.in or from government portal eprocure.gov.in or from Bank's e-Procurement Portal https://ubi.abcprocure.com. The response should be uploaded online at the e-procurement Portal https://ubi.abcprocure.com.

## 6. Eligibility Criteria

Only those Bidders who fulfill the criteria are eligible to respond to the RFQ. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the eligibility criteria are liable to be rejected.

6.1. The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure J on plain paper in advance (not prior to issuance of RFQ) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.

6.2. The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India or Government Organization/PSU and should have experience of minimum 5 years in existence in India from the date of issuance of RFQ. Certificate of incorporation/certificate for commencement of business/other relevant documentary proof is to be submitted.

6.3. The bidder should have minimum average turnover of Rs.385.00 Crore of previous three financial years i.e. 2019-20, 2020-21 and 2021-22 as per the audited balance sheet available at the time of submission of tender. In case the audited financials for the year 2021-22 is not available, CA Certificate with UDIN number for turnover of 2021-22 / audited financials of 2018-19 should be submitted. Bidder should also provide self declaration that statutory audit for the FY 2021-22 is not completed. This must be the individual company turnover and not that of any group of companies. Copies of the audited balance sheet and P&L Statement of the company showing the same is to be submitted.

6.4. Bidder should have operating Profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in the last three financial years i.e. 2019-20, 2020-21 and 2021-22. In case the audited financials for the year 2021-22 is not

available, CA Certificate with UDIN number for EBITDA of 2021-22 / audited financials of 2018-19 should be submitted. Bidder should also provide self declaration that statutory audit for the FY 2021-22 is not completed. Copies of the audited balance sheet and Profit/Loss statement of the company is to be submitted.

6.5. Bidder/OEM must have supplied and implemented the VMware Private Cloud Solution and hypervisor in a BFSI/Central/State Govt. during the past 3 years in India as on the date bid submission of RFQ. (The bidder has to submit PO and Project sign off/performance certificate/any proof for completion of project as supporting documents for the same)

6.6. Bidder/OEM must have supplied minimum 50 vSAN ready Hyper-Converged Nodes of proposed OEM in a single Organization in a BFSI/Central or State Govt. during the past 3 years in India as on the date bid submission of RFQ. (The bidder has to submit PO and Project sign off/performance certificate/any proof for completion of project as supporting documents for the same)

6.7. Bidder should be either an Original Equipment Manufacturer (OEM) of devices/hardware/software solutions or authorized partner of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM or its authorized partners. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFQ. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered. In addition to submitting MAF as above, bidder should also submit "Annexure U – Undertaking for Agreement with VMware" duly countersigned by VMware.

6.8. The companies or firms, bidding for the above tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered. Undertaking on Company's letterhead as per Annexure G to be submitted by the bidder.

6.9. The bidder should provide undertaking mentioning DIN of Directors that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.

## 7. Scope of Work

Bank is in process of expanding existing On-Premise Private Cloud Infrastructure which is built on VMware Private Cloud solution. Bank will procure vSAN ready Hyper-Converged Infrastructure nodes, VMware virtualization solution, VMware private cloud solution, backup solution and various software licenses as mentioned below for several applications running at both DC (Data Center), Mumbai and DR (Disaster Recovery) site, Bengaluru under rate contract. The details of hardware & Software technical specifications are as per Annexure E attached herewith. The initial indicative material estimate is placed below and order will be placed immediately as per requirement. Cost and quantity of items mentioned below will be calculated on pro-rata basis in case of partial/multiple requirement of hardware and software in future. Bank will place orders based as per requirement from time to time during the rate contract period of 2 years.

| Sl. No. | Item Description | Qty required immediately |
|---|---|---|
| 1. | All flash Hyper-Converged Appliance with 3 years warranty (27 all flash nodes each for DC & DR site) as per specifications of Annexure E. | 54 |
| 2. | Backup Appliance 3x1PB usable capacity without compression and de-duplication (1 PB each at DC & DR Site and AirGap) | 3 |
| 3. | Flash Storage 200 TB usable capacity with RAID 6 without compression and de-dupe (100 TB each at DC and DR Site) | 2 |
| 4. | TOR (Top of the Rack) L3 Switch with 48x10 Gbps and 6x40 Gbps uplink. | 12 |
| 5. | TOR (Top of the Rack) L3 Switch with 24x1 Gbps and 6x10 Gbps uplink. | 4 |
| 6. | Backup Software license of 200 physical sockets/capacity-based license for entire appliance capacity. | 1 |
| 7. | VMware vSphere with Operation Management | 54 |
| 8. | VMware vSAN | 108 |
| 9. | VMware Private Cloud Suite | 54 |
| 10. | VMware NSX for Datacenter with IDS and IPS | 108 |
| 11. | Digital Workspace | 500 |
| 12. | Microsoft Windows Server 2022 Datacenter Edition with software assurance | 640 |

| 13. | Redhat Enterprise Datacenter Linux (unlimited Virtual Machines per physical host) with premium sipport | 34 |
| 14. | VMware L3 Residential Engineer (RE) | 1 |

Bank's private cloud set up may be augmented in a phased manner as per requirement. The following are the tentative hardware requirement of Bank for second and third phases within the rate contract period of 2 years. Corresponding quantities of software and devices may also be procured along with hardware.

| Sl. No. | Phase | Tentative quantity of proposed all flash HCI nodes for DC & DR sites |
| --- | --- | --- |
| 1 | Second | 26 |
| 2. | Third | 40 |

The scope of work includes following:

7.1 The scope of the work is deployment of VMware private cloud solutions and related software along with Supply, Installation and Commissioning of vSAN ready Hyper-Converged nodes, all flash NAS storage and provide maintenance support for the same during the warranty period of 3 years from the date of project sign off. The VMware private cloud solution and related software would be deployed at Bank's Primary Site and DR site. Bidders should provide comprehensive onsite support during the Warranty period of 3 years and AMC for 4th and 5th year with back to back arrangements with the respective OEMs (Bidder need to give an undertaking for the same) and with response time of 4 hours and resolution time of 6 hours. Necessary proof for the tie-up arrangements with the OEMs to be provided to Bank. Bidder also needs to ensure onsite support for the period of deployment and handover of project to Bank after necessary training and knowledge transfer to onsite support resources and Bank officials.

7.2 Bank will specify the location for supply, installation, configuration, reconfiguration and reinstallation of vSAN ready HCI nodes, all flash storage & other related hardware / software at the time of placing purchase order to the successful bidder. Bank may change the locations at a future date. The selected Bidder should take responsibility for dismantling, shifting to new location, re-installation at the new location and making the entire system operational without any additional cost to Bank. However, Bank will reimburse the transportation charges, if any, at actual on submission of bills.

7.3 The supplier has to ensure on-site support for resolving all Hardware, OS (Operating Systems) & VMware Private Cloud solution and related software

issues, including re-installation, reconfiguration of OS and other required software supplied during warranty and AMC (Annual Maintenance Contract)/ATS (Annual Technical Support) period (or such other extended period as per the contract terms).

7.4 The bidder will supply licenses of VMware hypervisor, vSAN, vROPS, NSX and private cloud suite as per the proposed vSAN ready HCI nodes in this RFQ. If there is any/whatsoever gap/interpretation/ misunderstanding between Bank's requirement and bidder/OEM understanding for the solution, it will be the responsibility of bidder/OEM to fill up the gap on time without any extra cost to Bank during implementation of Project/Warranty/AMC/ATS.

7.5 Bank's present cloud setup is deployed on vSAN HCI Intel Nodes and new proposed nodes procured through this RFQ will be part of the same setup as Bank is expanding the existing cloud infra. New nodes will be added into the existing clusters to expand the capacity to meet the resource requirement of existing applications as well as host new applications. Bank will also create new cluster as per requirement and existing VMs must be able to migrate online from one cluster to another cluster seamlessly without impacting the running applications.

7.6 If the bidder quotes servers which require non-standard racks then the bidder will supply the required number of non-standard racks without any additional cost to the Bank. Bank will make provision for standard racks only for mounting the servers.

7.7 The bidder will also arrange to provide a dedicated a Resident Engineer from VMware. The Resident Engineer must be a permanent employee of VMware and on VMware payroll. The details role and responsibility are mentioned separately in this RFQ.

7.8 Bidder needs to arrange OEM's onsite support for firmware upgrade of hardware and upgradation of the VMware private cloud suite and related software supplied under this RFQ whenever there is new version released for such upgrade without any cost to the Bank during the contract period.

7.9 Bidder will also arrange OEM's support onsite for health check and performance tuning if any of the hardware as well as VMware Private Cloud Suite and related software for Bank's Private Cloud Setup at every 6 months without any cost to the Bank during the contract period.

7.10 The accessories (including cables (both Fibre and Ethernet patch cords of minimum 10 meters in length), rack mounting kit, Power strip in the rack etc.) required for the installation and configuration of the equipment should also be

specified and supplied by the Bidder. Bank will not arrange for the same. If there is any/whatsoever gap/interpretation/ misunderstanding between Bank's requirement and bidder/OEM understanding for proposed solution, it will be the responsibility of bidder/OEM to fill up the gap on time without any extra cost to Bank during implementation of Project/Warranty/AMC/ATS.

7.11 Bidder should specify various infrastructure requirements well in advance, which need to be provided for commissioning and smooth functioning of the equipment. This will include the required power, cooling, UPS, environmental conditions, illumination, etc. so that Bank can arrange accordingly at the desired premises.

7.12 Bidder should provide comprehensive on-site warranty of 3 years for hardware and AMC of 2 years as per TCO.

7.13 Bidder should provide VMware Private Cloud Solution & its related other software licenses for On-Premise Private Cloud setup with comprehensive on-site support/warranty of 1 year without any extra cost to the bank. The same ATS rate will be fixed for another 4 years.

7.14 All the parts/items/components delivered for the proposed solution as per specification in this RFQ should be covered under comprehensive warranty/AMC/ATS except consumables. If there is any/whatsoever gap/interpretation/ misunderstanding between Bank's requirement and bidder/OEM understanding for proposed solution, it will be the responsibility of bidder/OEM to fill up the gap on time without any extra cost to Bank during implementation of Project/Warranty/AMC/ATS.

7.15 Bidder has to carryout hardening of OS (Operating System), patch management activity and other configuration on OS, private cloud and its related software, etc., (which is provided under this RFQ) as per the requirement of the bank or VAPT Observations / audit of the bank during the warranty/AMC/ATS period as per Bank's requirement at no additional cost to the Bank. Bidder has to undertake BIOS, OS, etc. upgrade wherever the requirement is felt by bank (during Warranty/AMC/ATS). Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security audit on quarterly basis. The vendor/supplier needs to comply with the findings of the VAPT within stipulated time in terms of the hardware / OS / applications provided under this RFQ. Bidder should submit baseline hardening document of the software supplied under this RFQ.

7.16 The VMware private cloud solution must deliver service models such as IaaS (Infrastructure as a Service), PaaS (Platform as a Service) and SaaS (Software as a Service) as defined by NIST (in the service models section of the document SP 800-145). Bank is also in process of adoption of Public Cloud for hosting the

Banking applications. Bank will also integrate On-Premise Private Cloud Infrastructure with Cloud Service Provider's (CSP) Public Cloud for moving the workload to the public cloud as and when urgent workload requirement arises. Bidder will provide the necessary software/solution if any, required for moving the workload to CSP's cloud infrastructure and coming back to Bank's On-Premise Private Cloud Infrastructure as and when such requirement arises. Bank may adopt multi-cloud infrastructure for hosting the applications. The solution provided under this RFQ must be compatible to perform the above activities with four major CSP's cloud infrastructure i.e. AWS, Azure, Google Cloud and Oracle Cloud.

7.17 Bidder should undertake to provide maintenance support during warranty and post warranty period for all proposed equipment & spare parts and ensure that all the supplied items under this RFQ should be available for a minimum period of 5 years from the date of project signoff.

7.18 Bidder must guarantee minimum uptime of 99.95% and should be ready to execute service level agreement. Bank will calculate uptime on quarterly basis of proposed infrastructure for Bank's Private Cloud.

7.19 The major responsibility of the bidder is Supplying, installing/ re-installing, commissioning and maintenance of vSAN ready hyper-converged nodes along with VMware private cloud solution and related software at Bank's Primary site (Mumbai) and Disaster Recovery Site (Bengaluru). The scope covers end to end installation of whole setup and making them operational, imparting training on the same to Bank officials by OEMs.

7.20 Another major responsibility of the bidder is configuring inbuilt storage of Hyper-Converged Infrastructure/Network/Compute with High Availability and Optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g. Storage, processing, bandwidth and active user accounts) to obtain optimum performance level and maintain the same during the contract period. The solution must have the functionality to deliver detailed report to the admin through email on daily basis for resource consumption, monitoring and health of the solution.

7.21 vSAN ready Hyper-converged nodes procured under this Private Cloud RFQ, will be used exclusively for hosting various applications and implementation of various leading and critical databases (2 TB or higher). The bidder will size the solution to meet the above requirement with less than 5 millisecond average latency per VM (Virtual Machine) basis (during peak banking hours). Bank will put additional penalty of 10 % of total project cost to the bidder for not meeting the above performance criteria.

7.22    Softcopy of technical and functional documentation of the entire project should be submitted to Bank in Printable Book Format.

7.23    There will be separate virtual machines for Web Server, Application Server, and Database Server etc. and all are in different logical zones/VLAN separated through physical firewall to communicate to each other. Accordingly, the connectivity should be established for making them operational. In no case communication will be permitted without crossing through physical firewall. Bidder must ensure the communication in the desired way and all the required hardware, software, firewall and network equipment etc., if required, will be provided by bidder only. vSAN ready Hyper-Converged nodes must have sufficient LAN cards to communicate with at least four different physically isolated network switches.

7.24    The bidder will have to reconfigure/configure/reinstall/install the existing setup like removal/addition of nodes from the existing cluster or creation of new setup/Cluster as per the requirement of Bank. It will be end to end configuration of setup and ready to host application on this setup. The supplied HCI nodes will be part of the existing cluster.

7.25    The bidder will supply 12 TOR (Top of Rack) 25 Gbps SFP plus switches of 48 ports along with 6x40 Gbps uplink ports at each site (6 at each DC and DR site). The switches must be L3 and support VxLAN (Virtual Extensible LAN) and minimum 9000 mtu (Maximum Transmission Unit).

7.26    The bidder will also supply 4 TOR (Top of Rack) 1/10 Gbps Ethernet switches of 48 ports along with 6x10 Gbps uplink ports at each site (2 at each DC and DR site). The switch must be L3 and support VxLAN (Virtual Extensible LAN) and minimum 9000 mtu (Maximum Transmission Unit). These switches will be used for management connectivity of the servers for hardware management and monitoring.

7.27    Bidder has to arrange for providing Training by OEMs to the bank officials for day to day maintenance of Hyper-Converged nodes, Flash storage and VMware Private Cloud Suites and related software. Training may be held at Bank's premises or at OEM site for two days and for two batches covering 10 participants in each batch without any cost to the Bank.

7.28    The bidder needs to supply minimum 3X1PB disk-based backup solution with applicable backup software licenses of proposed capacity. The purpose-built backup solution must support minimum 90 TB throughput per hour. The proposed purpose-built backup solution must be enterprise class. The backup solution must support disk to disk to tape media backup functionality. The disk-based backup solution must support further expansion of at least 2 times of proposed capacity in this RFQ.

7.29 The bidder will also supply backup server one each at DC and DR site along with purpose built backup solution. The backup server as well as purpose built backup solution must have minimum 6x25 Gbps FCoE port and 6x32 Gbps FC (Fibre Channel) port (Optional) with backward compatibility. The purpose-built backup solution should support OST file system or any other optimized synthetic file system. The purpose-built backup solution must support global/in-line data duplication using variable block length de-duplication technology. Backup Solution Should support 256-bit AES encryption for data at rest and data-in-flight during replication.

7.30 Bidder may quote backup software licensing physical socket/capacity based as per first para of Clause 7 of this RFQ. The software backup licenses must be perpetual and in the name of Bank.

7.31 The backup solution provider OEM will take the entire responsibility of end to end design of backup solution as per Bank's input and requirements to finish the entire data backup in the mentioned backup windows. While designing the backup solution, OEM will consider the industry best practices for backup. The backup OEM will also suggest the best practices for taking the front-end data backup to safe guard the Bank's investment. The bidder will provide necessary dedicated hardware infra if any required for Backup Solution as per industries best practices to complete the entire data backup within the mentioned backup windows.

7.32 The bidder will supply necessary operating system licenses supported for the backup server/media server (one each at DC and DR Site). The backup server must be sized to run the backup workload as per the RFQ's requirement. The backup server must have sufficient memory slots available for future upgradation up to double memory capacity with same size of memory modules. The bidder needs to design the backup solution in such a way that backup must be completed of the entire capacity of data asked in this RFQ within 8-10 hours of backup window. Non-comply of this parameter, Bank can impose additional penalty of 5% of the total project cost. This penalty amount will be adjusted from the payment which Bank needs to pay time to time like ATS/AMC amount to the bidder.

7.33 The bidder shall provide perpetual/subscription licenses for all software components asked in this RFQ and should be in name of Bank. The Software licenses such as – VMware Hypervisor, Cloud Management and Automation and Storage Virtualization, Microsoft Windows Server, Redhat Enterprise should be independent of hardware and should not be tied down to the hardware it is installed on. The Bank should be able to reuse or port the software licenses on any new hardware in future. No additional licenses of software will be required for any hardware upgradation/addition of disk in future as per Bank's

requirement. All the mentioned software must be on respective software OEM's part code. Bank must be able to get L1-L3 support from software OEMs directly.

7.34 The proposed solution must include all the hardware, software, services and other components necessary to meet the given requirements and to carry out the necessary activities as described in this section as well as the deliverables section given below. Activities must cover whatever is necessary to build the solution, deliver, train, and support Bank personnel for the period of the contract.

7.35 Periodic reporting as per the requirements stipulated in this document, as well as Bank's IT Security and IT policies and guidelines issued from time to time must be adhered by the Bidder.

7.36 Web-based dashboards with continuous real-time / near real-time status updates as well as relevant statistics form and other reporting requirements are also included in the scope. Issue Management responsibilities include establishment of a web-based collaborative issue management tool wherein all the issues raised and discovered during the course of the project are recorded, tracked and managed effectively.

7.37 The bidder shall propose Support & Subscription services from the OEM with unlimited number of support requests, remote support, access to product updates/upgrades and 24x7 supports for issues.

7.38 The bidder shall propose Plan & Design/Architecture services from the OEM. The OEM shall conduct a health-check of the deployed solution and submit a report indicating compliance to reference architecture and best practices. The entire hardware and software supplied under this RFQ must be installed and configured by OEM only. The bidder to make necessary arrangement for the same and Bank will not pay any additional cost for implementation/ configuration by OEM.

7.39 Bank's existing Private Cloud Infrastructure is built on VMware Private Cloud Suites and related software. In this existing setup, VMware NSX-v is deployed as networking and security solution and VMware has already declared end of life/support for this software. The bidder will engage VMware professional services for migration of NSX-v to NSX-T without any additional cost to the Bank. VMware will take the entire responsibility for assessment, deployment and migration of NSX-v to NSX-T environment. Bank will provide the necessary infrastructure required for these activities.

7.40 Detailed process documentation, SOP's and management of solution should be created and submitted before project signoff.

## 8. VMware Residential Engineer (RE) Resource

8.1. The bidder will make arrangement with VMware to provide VMware Residential Engineer at Bank's site. For TCO calculation, cost of one VMware RE Resource for 5 years will be considered. Payment of RE Resource will be made quarterly basis in arrears. Bank is discovering rate of RE Resource through this RFQ and Bank may issue separate purchase order for RE Resource if required in future.

8.2. During the assignment, substitution of RE resource shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet obligation. In such circumstances, VMware can do so, only with the concurrence of the bank by Giving sufficient intimation / notice and by providing alternate resource of equivalent/higher competency. If bank is not satisfied with substitution, bank reserve the right to terminate the RE contract and recover whatever payments made by the bank to the vendor during the course of the assignment besides claiming an amount, equal to RE contract value as liquidated damages.

8.3. The bidder will arrange L3 RE resource from VMware for managing Bank's private cloud infrastructure. The support engineer must have degree of B.E/B.Tech/MCA (IT/Computer Science) and with minimum 3 years work experience as VMware RE on various VMware Products like vSphere, vRealize Automation, NSX, vROPS solutions. The VMware RE must have advance certification on VMware solutions such as vSphere, vRealize Automation, NSX.

8.4. VMware has to provide the educational as well as criminal background verification of the RE resources to Bank.

8.5. Bank consider at its sole judgment that the RE Resource arranged by bidder from VMware as unsuitable for the job for whatsoever reason, Bank shall have the option either (1) to request bidder for prompt replacement within 15 days at its own cost or (2) to terminate the Purchase Order in part or as a whole, if the bidder fails to change the resource on time. In case RE resource wants to leave from service then Bidder shall take proper handover from the candidate before leaving the job so that operations of Bank shall not be affected.

8.6. Selected bidder is expected to arrange academically good, technically sound and competent personnel from VMware to ensure smooth operations at bank's site. The deputed personnel must be on VMware payrolls, without having any employment right with the bank. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the bank and it would be responsibility of selected bidder to address such issues without involving the bank. The deputed persons have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has

been compromised/ disclosed/ misused/ misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder is expected to adhere Bank's request for removal of any personnel, if bank notices any negligence/gross misconduct/violation of trade secret/disclosure of bank's data to third party and any decision of the bank in this regard would be final and binding upon the selected vendor.

8.7. Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non Disclosure Agreement" document provided in Annexure – H

8.8. The Resident Engineer will perform the activities such as Identify the risks/challenges in the environment and plan for mitigation, Provide the guidance to the team on vRA setup and carry out daily operational tasks along with the Customer team, Support on the documentation of the existing vRA setup, Create Users/Roles/Profiles, Perform Beginning of Day and End of Day Activities to maintain Cloud Automation Infrastructure Hygiene, Perform configuration change as per business needs and customer change control process, Add capacity/resources to the cloud as and when hardware resources made available, Add/Edit reservations to keep environment current according to business requirements, Create/Edit new blueprints as per business requirements, Import VMs and bring them under cloud management, Help in creating SOPs, Help in upgrading/patching cloud environment.

8.9. The Bidder also has to agree and submit an undertaking that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provision of Minimum Wages Act 1948.

8.10. If Bidder fails to provide Resident Engineer (Resource) in any day, a penalty of Rs.1,000/- per day per engineer will be levied by Bank in addition to deducting the charges for that number of days on pro-rata basis.

## 9. Terms of Execution of Work

9.1 The successful bidders should deliver and complete the installation and configuration of hardware and software within 16 weeks from the date of Purchase Order (PO) at the respective location. In case of delay in delivery of equipment, penalty will be charged as mentioned in Liquidated Damages clause.

9.2 A notional period of additional one week will be given for delivery in case of pre-shipment testing. However, the Bank may decide not to have pre-shipment testing at its own discretion. In the event of waiver of the pre-shipment testing, the one-week period for testing will be reduced for arriving at liquidated damages.

## 10. Locations to be covered

The equipment being procured will be installed on Primary site in Mumbai and Disaster Recovery (DR) Site, Bengaluru. However, the Bank reserves the right to change locations/add new locations as per Bank's requirement.

The bidder must have support offices in Mumbai and Bengaluru. Address and contact details should be submitted.

## 11. Cost & Currency

The Bidder shall bear all the costs associated with the preparation and submission of its bid and the bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process and the offer must be made in Indian Rupees only.

## 12. Price Variation

Prices payable to the successful bidder as stated in the contract shall be firm and not subject to any changes at any circumstances during the contract period. No price variation should be asked for increases in foreign currency price variation during contract period.

## 13. Acceptance of Offer

13.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

13.2. The Bank will not be obliged to meet and have discussions with any Bidder and/ or to entertain any representations in this regard.

13.3. The Bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

13.4. The selected bidders shall submit the acceptance of the order within 7 days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted.

13.5. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

## 14. Rate Contract

Bank may procure the hardware and software at the discovered rate in phases as per

future requirement. The details of procurement which may be done in phases are as under:

| Phase | HCI nodes Procurement (DC & DR) |
|---|---|
| Initial Procurement | 54 |
| 2nd | 26 |
| 3rd | 40 |
| Total | 120 |

The quantities mentioned above are tentative and may be changed as per actual requirement of the bank. Applicable software may be procured as per future nodes requirement. The rate discovered through this RFQ will be valid for 2 years for any future procurement. The rate discovered for digital workspace though this RFQ will be valid for next 2 years. Bank may purchase additional Digital Workspace solution licenses during the rate contract period of 2 years as and when required. Bank may purchase hardware and software post rate contract period of 2 years at same cost and terms & condition on mutual consent. The unit cost of the individual item will be calculated (Total Product Cost/Qty) as per discovered commercials to arrive at the cost of the unit item for any future procurements during the rate contract period of 2 years from the date of acceptance of purchase order.

## 15. Language of Bid

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFQ response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

## 16. Instructions for Bid Submission

### 16.1. Cost of RFQ

16.1.1 Cost of RFQ is waived off if bidder prefers to download the RFQ document online. However, bidder is required to pay Rs.2,500/- for purchasing hardcopy from DIT.

16.1.2 RFQ document can also be downloaded from the Bank's website www.unionbankofindia.co.in or from Government tender portal www.eprocure.gov.in or from E-procurement site ubi.abcprocure.com.

16.1.3 All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

### 16.2. **Bid Security/ EMD (Refundable)**

16.2.1. The bidder should deposit bid security of Rs.3,25,00,000/- (Rupees Three Crore and Twenty Five lac Only) in the form of a demand draft favoring Union Bank of India, payable at Mumbai or Bank Guarantee issued from Scheduled Commercial Bank other than Union Bank of India. Bank Guarantee should be valid from the date of submission of RFQ for a period of minimum 45 days beyond the final bid validity period of 180 days. IFSC Code for issuance of EMD is UBIN0556688.

16.2.2. In case of bidders registered with NSIC/Udyog Aadhaar as SME or a Start-up Company, they are eligible for waiver of EMD. However, SME bidders need to provide valid NSIC/SME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India. In addition, SME bidders have to submit Annexure Q in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.

16.2.3. Other terms & conditions relating to Bid security is as under:
   16.2.3.1. No interest will be payable on the Bid Security amount.
   16.2.3.2. Unsuccessful Bidders' Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per Annexure K.

16.2.4. Bid Security will be forfeited in the following cases:
   16.2.4.1. If a bidder withdraws its bid during the period of bid validity; or
   16.2.4.2. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
   16.2.4.3. In case of shortlisted bidder does not participate in the reverse auction or re-reverse auction at least by way of logging in.
   16.2.4.4. In case of a successful Bidder, if the Bidder fails:
       a) To execute Contract within the stipulated time or
       b) To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.

16.2.5. The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of performance bank guarantee (other than Union Bank of India) with the claim period of 1 year as per the format mentioned in Annexure N, for 3% of TCO, valid for the entire contract period.

16.2.6. Bidder who is claiming waiver of EMD should submit an undertaking in lieu of

Bid security deposit. Bidder should submit bid security declaration as per Annexure – T.

### 16.3. Performance Bank Guarantee (PBG)

The successful bidder shall provide a Performance Bank Guarantee for a value equivalent to 3% of order value valid for the contract period i.e. 5 years, within 60 days from the date of receipt of purchase order or signing of the contract whichever is earlier in the format as provided in Annexure N with a claim period of 1 year and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled Commercial Bank, other than Union Bank of India. IFSC Code for issuance of PBG is UBIN0556688.

In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the successful bidder should be included in the remaining amount of the contract value.

The Bank reserves the right to recover any dues payable by the selected bidders from any amount outstanding to the credit of the selected bidders, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the successful bidder, will be forfeited.

### 16.4. Period of validity of Bids

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the bank in case of need. The price quoted in Final Commercial Offer will be valid for at least 180 days from the date of offer.

### 16.5. Amendment of Bidding Documents

Prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFQ contents/covenants by amendment. Clarification /amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect. In order to provide, Bidders, reasonable time to take the amendment into account for preparing their bid, the Bank may, at its discretion, extend the last date of submission of bids.

### 16.6. Authorization to Bid

The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel, acceptable to bank, of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority.

16.6.1. All pages of the bid shall be initialed by the person or persons signing the bid.

16.6.2. Bid form shall be signed in full & official seal affixed.

16.6.3. Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

16.6.4. All such initials shall be supported by a rubber stamp impression of the Bidder's firm.

16.6.5. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

### 16.7. Brief Description of Bidding Process

The Bid should be submitted online at the e-Procurement site https://ubi.abcprocure.com by the Bidder.

16.7.1. The Bank has adopted a two-stage bidding process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The first stage (the "Qualification Stage") of the process involves qualification of bidders who submit response as bid in accordance with the provisions of this RFQ. The Second Stage (the "Bid Stage") of the process involves commercial evaluation through reverse auction.

16.7.2. In the Qualification Stage, Technical Bid will be opened online and only those bidders who have submitted their bids online will be evaluated. Those bidders satisfying the eligibility criteria and the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short listed for the Bid Stage. Only those bidders that are pre-qualified and short-listed by Bank shall be invited to submit their commercial Bids.

16.7.3. In the Bid Stage, the shortlisted Bidders will be called upon to submit their indicative commercial offers in accordance with the RFP which will be issued to the shortlisted bidders (collectively the "Bidding Documents"). After evaluation of indicative commercial bids, the L1 bidder will be selected through Reverse Auction process. Reverse Auction Rules and Compliance will be shared through RFP along with Indicative commercial bids to the shortlisted bidders.

16.7.4. The indicative commercial bid may be considered by Bank for fixing the starting bid for reverse auction. After completion of the reverse auction, selected bidder should submit the price break-up as per the format of indicative commercial bids.

16.7.5. The Bid shall be valid for a period of not less than 90 days from the date of Reverse auction. Purchase order for the initial procurement will be issued to the successful bidders within bid validity period. All rates will be frozen for the period of two years from the date of acceptance of first Purchase order.

### 16.8. Technical Offer at Qualification Stage

16.8.1. The Technical Bid – Part I should be complete in all respects and contain all information asked for in this document. It should not contain any price information.

16.8.2. The Technical Bid - Part I must be submitted online.

16.8.3. The following documents are to be submitted in original (Union Bank of India, Technology Centre, 1/1A, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Mumbai - 400072) at the Bank as well as online mode on or before last date & time of bid submission:

16.8.3.1. Bid security of Rs.3,25,00,000/-(Rupees Three Crore Twenty Five Lac only) in the form of a demand draft issued by a Scheduled commercial bank favoring Union Bank of India, payable at Mumbai or Bank Guarantee from scheduled commercial Bank other than Union Bank of India and should be valid for six months with claim period of 45 days.

16.8.3.2. Integrity Pact (IP) as provided in Annexure J is to be submitted physically. It should be on plain paper duly signed by authorized signatories of the company/Firm/Organization.

16.8.3.3. In case of bidders registered with NSIC/Udyog Aadhaar as SME or a Start-up Company, they are eligible for waiver of EMD. However, SME bidders need to provide valid NSIC/SME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India. In addition, SME bidders have to submit Annexure Q in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.

16.8.3.4. Non submission of above documents i.e. Bid Security and Integrity Pact at the time of bid submission will be liable for rejection of bid.

16.8.3.5. Bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requested information will be at bidder's own risk and may result in the rejection of the bid.

16.8.4. In addition, the following documents are to be submitted online at the e-procurement site https://ubi.abcprocure.com:

16.8.4.1. Annexure A – Letter of Acceptance
16.8.4.2. Annexure B – Bidder's Profile Format
16.8.4.3. Annexure C – Eligibility Criteria
16.8.4.4. Annexure D - Compliance to RFQ Terms & Conditions
16.8.4.5. Annexure E –Technical Compliance
16.8.4.6. Annexure F - Declaration for Compliance
16.8.4.7. Annexure G – Undertaking by Bidder
16.8.4.8. Annexure H – Confidentiality / Non-Disclosure Agreement
16.8.4.9. Annexure I – Reference Site Details
16.8.4.10. Annexure O - Know Your Employee (KYE) Clause
16.8.4.11. Annexure P - Undertaking of Information Security
16.8.4.12. Annexure S – Undertaking of Authenticity of Hardware

16.8.4.13. The Bid should be signed by the authorized signatory of the bidder. A power of attorney/Board Resolution to that effect shall be submitted by the bidders and should be uploaded online on portal along with technical bid.

16.8.4.14. Photocopies of relevant documents / certificates as proof in support of various information submitted online in aforesaid annexure and other claims made by the bidder.

16.8.4.15. All the annexure should be submitted online in letter head of bidder duly signed with seal of the company. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.

16.8.4.16. The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFQ, will not be considered either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the Bidder's

response to this RFQ document. No offer can be modified or withdrawn by a Bidder after submission of Bid/s.

16.8.4.17. Detailed Architecture/Design of the proposed solution with various features/functions of the system/sub-system including fail-over methodology/strategy at both Primary & DR Site.

16.8.4.18. Documents and brochures pertaining to product that will be deployed in the proposed solution.

16.8.4.19. Signed & Sealed copy of all the pages of RFQ and corrigendum if any, to be submitted online along with the technical bid.

16.8.4.20. The bidder should ensure that all the annexure are submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.

16.8.5. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

16.8.6. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.

16.8.7. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed/performed any project successfully/satisfactorily in Union Bank of India in stipulated time i.e. supply, Installation, Implementation etc.

16.8.8. The Bank reserves the right to modify any terms, conditions or specifications of RFQ before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website www.unionbankofindia.co.in, Government tender portal (eprocure.gov.in) as well as e-procurement portal (ubi.abcprocure.com) and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained.

## 16.9. **RFQ Clarifications**

Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought by email to dnpeter@unionbankofindia.com, bhukya.sripriya@unionbankofindia.com and rajeshkr@unionbankofindia.com with subject "Request for Qualification (RFQ) for Supply, Installation, Maintenance of Hyper-Converged Infrastructure and Implementation of Private Cloud under rate contract" as per Annexure L.

The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in email on or before the date given in the schedule of events of this RFQ document. Bidders are requested to visit Bank's website for clarifications and other communications.

Any modification of the RFQ, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of Corrigendum on Bank's website www.unionbankofindia.co.in, government tender portal www.eprocure.gov.in or at e-procurement portal ubi.abcprocure.com.

## 16.10. **Technical Bid Evaluation**

16.10.1 During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests seeking explanation through e-procurement portal within 3 days or any such extended time frame indicated in the portal, if the bidder does not comply or respond by the date, their bid will be liable to be rejected. It is the responsibility of bidder to monitor the e-Procurement portal every now and then in order to ascertain any exceptions are raised or clarifications are sought by bank post last date of bid submission. No separate intimation will be made by bank to the participated bidders for responding to the clarification sought. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFQ, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer and it should be compatible to our application.

16.10.2 Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.

16.10.3 The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such

'minor' issues (as mentioned above) Bank may convey to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.

16.10.4 On the basis of technical evaluation, the Bank shall take a decision for short listing of the bidders for the bid stage. RFP Document comprising of commercial formats, reverse auction rules and other terms and conditions, will be shared with all qualified bidders for responding through e-procurement portal ubi.abcprocure.com. No separate information will be sent to the disqualified bidders. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

16.10.5 The Bank shall follow all the guidelines/notifications for public procurement.

## 16.11. Preference to Make in India

16.11.1. Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and revised order issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated 04.06.2020 will be applicable for this RFQ and allotment will be done in terms of said order as under:

a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

b. If L1 is not a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

c. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with next higher bid within the margin of purchase preference shall be invited to match the L1 Price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

d. "Class-II local supplier" will not get purchase preference in any procurement.

### 16.11.1.1. Definitions

a. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported

content in the item (including all customs duties) as a proportion of the total value, in percent.

b. "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.

c. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

d. "Margin of purchase preference" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

### 16.11.1.2. Verification of local content

a. The local supplier at the time of submission of bid shall be required to provide a certificate as per Annexure R from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

### 16.12. Bank's Right to Accept or Reject any Bid or all Bids

Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.

### 16.13. Restriction on Procurement due to National Security

Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security is applicable for this RFQ.

16.13.1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

16.13.2.  "Bidder" (including the term 'tenderer', '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.

16.13.3.  "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

  a. An entity incorporated, established or registered in such a country; or

  b. A subsidiary of an entity incorporated, established or registered in such country; or

  c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

  d. An entity whose beneficial owner is situated in such a country; or

  e. An Indian (or other) agent of such an entity; or

  f. A natural person who is a citizen of such a country; or

  g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

16.13.4.  The beneficial owner for the purpose of (16.13.3) above will be as under:

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

  **Explanation**

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

  b.  "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

  (ii)  In case of a partnership firm, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

  (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to

more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

## 17. Shortlisting of Bidders

On completion of technical evaluation on qualification stage, shortlisted bidders will be intimated through email. Subsequently, RFP Document comprising of commercial formats, reverse auction rules and other terms and conditions, will be shared with all qualified bidders for responding through e-procurement portal ubi.abcprocure.com.

## 18. Taxes and Duties

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

Payment of all taxes i.e. GST (CGST/SGST/IGST) will be made at actual, on production of tax invoice by the Bidder.

The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

Wherever the laws and regulations require deduction of such taxes at the source of

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

## 19. Rejection of Bid

The Bid is liable to be rejected if:

19.1 The document does not bear signature of authorized person in each page and duly stamped.
19.2 It is received through Fax/E-mail/dropped in tender box.
19.3 EMD, Cost of RFQ & Integrity Pact are received after expiry of the due date and time stipulated for Bid submission.
19.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Qualification (RFQ) are liable for rejection by the Bank.
19.5 It is evasive or contains incorrect information.
19.6 Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
19.7 Bidder should comply with all the points mentioned in the scope of work, technical specifications and all other clauses of RFQ. Noncompliance of any point will lead to rejection of the bid.
19.8 Non-submission of bid security/EMD/Integrity Pact (IP).

## 20. Modification and Withdrawals of Bid

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by bidders, the EMD will not be refunded by the Bank.

## 21. RFQ Response

All documents submitted as bid will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFQ process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

Bid properly documented should be uploaded on e-Procurement site ubi.abcprocure.com within stipulated date & time mentioned in the RFQ.

## 22. Order Cancellation/ Termination of Contract

22.1. The Bank reserves its right to cancel the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

22.1.1. Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by the bank in the purchase order.

22.1.2. Serious discrepancies noted in the inspection.

22.1.3. Breaches in the terms and conditions of the Order.

22.2. The Bank reserves the right to cancel /terminate the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

22.2.1. Non-submission of acceptance of order within 7 days of order

22.2.2. Non-submission of Performance Bank Guarantee as per terms of RFQ.

22.2.3. Excessive delay in execution of order placed by the Bank.

22.2.4. The selected bidder commits a breach of any of the terms and conditions of the bid.

22.2.5. The bidder goes in to liquidation voluntarily or otherwise.

22.2.6. Misconduct of the bidder or any of its staff/employees or representatives which affects execution of the contract/loss of reputation/financial risk to bank.

22.2.7. Any third party claim against bank, loss/damage to bank arising due to bidder/bidder's omissions, errors.

22.2.8. Non-execution of agreement/s within the time stipulated by bank.

22.3. Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of bank within 30 days, termination will be effected.

22.4. After the award of the contract, if the selected bidders do not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another service provider of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out, for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

22.5. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.

22.6. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

## 23. Contract Period

The successful bidder shall be required to enter into a contract with Bank within 45 days of the award of contract or within such extended period as may be specified by Bank. Initially contract will be signed for five (5) years. However, the rate contract period for placing order is 2 years from the date of acceptance of first purchase order. Order may be placed within the rate contract period of 2 years based on requirement of the Bank.

Cost and quantity of items mentioned in first para of RFQ Clause 7 will be calculated on pro-rata basis in case of partial/multiple requirement of hardware and software in future at the discovered rate. Bank will place orders based on requirement from time to time during the rate contract period of 2 years. The contract period of each item procured in subsequent phase of orders will start from the date of sign off up to the period of 5 years.

Thereafter AMC/ATS contract may be extended for two (2) years at the same cost and terms & conditions on mutual consent. The extended contract period will be reviewed on yearly basis subject to satisfactory performance of the bidder. However, if in any case it is found that the services offered are not satisfactory, the Bank may consider termination of the contract and forfeiture of the performance Guarantee.

## 24. Inspections & Tests

24.1 The Bank or its representative shall have the right to inspect and/or to test the hardware/software to check their conformity to the contract specifications at no extra cost to the Bank.

24.2 The inspections and test may be conducted on the premises of the supplier/vendor or its subcontractor(s), at point of delivery and/or at the final destination. If conducted on the premises of the supplier/vendor or its subcontractor(s), all reasonable facilities and assistance as required by the Bank officials/representative, including access to drawings, system start/boot and production data, shall be furnished to the inspectors at no charge to the Bank.

24.3 Should any inspected or tested hardware/software fail to conform to the specifications, the Bank may reject the hardware/software, and the vendor shall either replace the rejected hardware/software or make alterations necessary to meet specification/requirements free of cost to the Bank.

24.4 Pre-delivery /acceptance inspection will be carried out by the Bank through its staff / consultant at vendor's factory / warehouse or at any other Bank's site / location depending on the exigencies of the Bank. The vendor shall keep ready the systems for inspection if the inspection is carried out at Bank's site. The vendor should provide all assistance including manpower. There shall not be any additional charges for such inspection. However, the Bank will have the discretion to recover the costs related to travel and stay of its staff / consultants if the systems offered for inspection is not as per the requirements of the Bank.

## 25. Availability of Spares/Support

Spares/Support for the hardware/software offered should be available for support at least 5 years from the date project sign-off.

## 26. System Maintenance Standard

26.1. The Bidder will assume total responsibility for the fault free operation of hardware/Servers, application software and maintenance during the warranty and post warranty (AMC/ATS period) for a total duration of five years. The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 99.95% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis. If the service support is less than 24*7 basis, Bank may at its own discretion reject the proposal in total, without assigning any reason.

26.2. The supplier has to ensure on-site support (without any extra cost) for resolving all Hardware, software& OS related issues, including re-installation of Software / OS and other software mentioned above, due to any reason what-so-ever, during warranty and AMC/ATS period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).

26.3. During the warranty period the Bidder should undertake to provide the Bank free maintenance service (which will include repair and maintenance of all systems, kits or parts, spare parts etc. as and when required) from the date of commissioning of the Systems. The Bidder should maintain critical components supplied under this RFQ.

26.4. If any critical component of the entire configuration is out of service for more than 24 hours, the Supplier shall either immediately replace the defective unit or replace it at its own cost or provide a standby.

26.5. Bidder should resolve the problem reported by any means within six hours of report as mentioned below:

| Sr. No. | Description | Response Time | Penalty |
|---------|-------------|---------------|---------|
| 1 | Call response time | 4 hours | No Penalty |
| 2 | Call resolution time including replacement of parts | Equipment down for total 6 hours after logging complaint through any mode | |
| | | Above 6 hours, if substitute is not provided | Penalty will be as per SLA clause of the RFQ |

26.6. The Bidder should ensure that the hardware reported down or non functional (including due to OS, etc. related problems in Hyper-Converged Infrastructure) on any day is set right on the same day and in no case later than 6 hours from the date of reporting. In case, the hardware cannot be repaired within the stipulated period, the Bidder should provide replacement of the same till the same is returned duly repaired and make the system operational.

## 27. Warranty

27.1. The offer must include comprehensive on-site warranty of 3 years for Hardware from the date of complete project sign off by the bank official which will be given after installation, configuration and commissioning of the hardware and software to the satisfaction of the Bank.

27.2. The offer must include comprehensive on-site warranty of 1 year for Software from the date of complete sign off by the bank official which will be given after go-live of the solution to the satisfaction of the Bank.

27.3. Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of hardware, accessories, etc. covered by the offer. Vendor must warrant all hardware, accessories, spare parts, etc., against any manufacturing defects during the warranty period. During the warranty period vendor shall maintain the hardware/software and repair/replace all the defective components at the installed site, at no additional charge to the Bank.

27.4. Warranty should not become void if Bank buys any other supplemental hardware/software from a third party and installs them with this hardware/software. However, the warranty will not apply to such supplemental hardware items installed. The vendor is expected to ensure same maintenance standards as mentioned in clause 26.

## 28. Annual Maintenance Contract/Annual Technical Support

28.1 The Bidder is expected to maintain the equipment supplied for at least two years after the expiry of warranty period. The Bidder is expected to ensure same maintenance standards as mentioned under RFQ Clause 26.

28.2 Warranty and AMC terms & conditions shall cover the total hardware & software, including spare replacements along with OS, changes to be done in configuration as per bank requirement, system software etc. procured from the bidder. Warranty terms shall also cover the task of configuring/re-configuring the hardware & software, other hardware/software resources, Operating System hardening, Performance tuning, Loading & configuring operating system updates, integrating with the other hardware procured by Bank and any other tasks related to Hardware & System Software Management. Besides general warranty support, critical support details should be furnished.

28.3 At the same time, the Bidder is also expected to make available the spare parts for the systems for at least two years after the expiry of warranty period. If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no additional charges to the Bank, during the currency of warranty period and AMC.

28.4 Any regulatory /statutory changes or updates or guidelines as required under the directive of Government of India, Reserve Bank of India or any other regulatory/statutory authority must be provided/ upgraded to the Bank free of cost during implementation period.

28.5 Bidder is expected to provide unconditional warranty and post-warranty comprehensive on-site 24x7 maintenance support with 6 hours problem resolution commitment for the contract period.

28.6 The AMC charges per annum should be minimum 8% of the cost of hardware equipment. The ATS charges per annum should be minimum 18% of the cost of software components.

**Note:** Bidders need to provide report for support for Bank's review and approval after the contract is awarded to them during the warranty and AMC period.

## 29. OEM Authorization

In case the successful bidder is not ready to provide support during the warranty/AMC/ATS period, support will be provided by OEM directly or through their authorized partners for the remaining period of warranty/AMC/ATS without any additional cost to the Bank. Bidders would provide copy of an agreement entered into with OEMs to provide support during the warranty/AMC/ATS period without any

additional cost to the Bank.

## 30. Liquidated Damages (LD)

If Successful bidders fail to deliver any or all software/Hardware or commence any or all of the Service(s) specified in the RFQ/RFP/Contract / Agreement would attract liquidated damages. Bank Shall without prejudice to its other rights and remedies under and in accordance with the RFQ/RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder. For calculation of LD:

30.1. Notwithstanding the Bank's right to cancel the order, liquidated damages at 1 % of the cost of undelivered services per site per week will be charged for every week's delay beyond 16 weeks in delivery subject to maximum of 10% of order value.

30.2. Part of week will be treated as a week for this purpose.

30.3. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.

30.4. Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.

30.5. The overall LD is capped to a maximum of 10% of the total cost of the project

## 31. Service Level Agreement and Penalties

31.1 The Bank notifies the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFQ, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.

31.2 The contract period will be for a period of five years.

31.3 Bidder has to guarantee minimum uptime of 99.95% and should be ready to execute service level agreement for the same as per below uptime. Bank will calculate uptime on quarterly basis for Private Cloud infrastructure as per below details:

| Level of Uptime Quarterly | Penalty Charges |
| --- | --- |
| 99.95% and above | No Penalty |
| 99.00% and above but below 99.95% | 1 % of total cost of Yearly pay-out |
| 98% and above but below 99% | 3 % of total cost of Yearly pay-out |
| 97% and above but below 98% | 5 % of total cost of Yearly pay-out |

| | |
|---|---|
| 96% and above but below 97% | 7 % of total cost of Yearly pay-out |
| 95% and above but below 96% | 9 % of total cost of Yearly pay-out |
| Below 95% | 10% of total cost of Yearly pay-out |

31.4 Maximum penalty will be 10% of yearly pay-out. Yearly pay-out will be calculated as below:

| Year | Calculation details |
|---|---|
| 1st Year | Payout is same as 2nd year total ATS Cost |
| 2nd Year | Payout will be total ATS Cost of 2nd year |
| 3rd Year | Payout will be total ATS Cost of 3rd year |
| 4th Year | Payout will be total ATS and AMC Cost of 4th year |
| 5th Year | Payout will be total ATS and AMC Cost of 5th year |

31.5 Quarterly Calculation of % Uptime = (Total uptime of system in hours in a quarter - downtime of system in hours in a quarter) *100 / Total uptime of system in hours in a quarter.

31.6 Bank is procuring the hyper-converged nodes under this Private Cloud RFQ, will be used exclusively for hosting various applications and implementation of various leading and critical databases (2 TB or higher). The bidder has to size the solution to meet the above requirement with less than 5 millisecond average latency per VM (Virtual Machine) basis during peak banking hours. Bank will put additional penalty of 10 % of total project cost to the bidder for not meeting the above performance criteria.

31.7 Total downtime hours will be calculated after deducting the response time and resolution time mentioned in the RFQ.

31.8 Bank may recover such amount of penalty from any payment due to the bidder under this contract.

31.9 RBI/Regulatory authority may inspect facilities of successful bidder up to 2 years beyond the contract period.

31.10 Bidder shall allow the Bank and its regulators for periodic visit/audit or as & when required.

31.11 The overall Penalty including LD during contract period will be to a maximum of 10% of the total cost of the project.

## 32. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of

the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with the BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by the Bank.

## 33. Confidentiality

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

33.1　To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the BANK;

33.2　To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

33.3　To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and

33.4　To treat all Information as Confidential Information.

33.5　The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in Annexure H within thirty days of issuing the purchase order/letter of intent.

## 34. Limitation of Liability& Indemnity

34.1.　Subject to Clause 34.4 below,  the bidder (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.

34.2.　If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

34.3.　Indemnifying Party will not indemnify the Indemnified Party, however, if the claim

of infringement is caused by:

34.3.1.  Indemnified Party's misuse or modification of the Service;

34.3.2.  Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;

34.3.3.  Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either;

34.3.3.1.  Procure the right for Indemnified Party to continue using it
34.3.3.2.  Replace it with a non-infringing equivalent
34.3.3.3.  Modify it to make it non-infringing.
34.3.3.4.  The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

34.4.  The indemnities set out in this clause shall be subject to the following conditions:

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

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

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

34.4.4.  the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

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

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

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

34.4.6. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

34.4.7. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

34.4.8. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

34.4.9. if a Party makes a claim under the indemnity set out under Clause 34.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in this clause and breach of Clause 33 (Confidentiality).

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 34.1) even if it has been advised of their possible existence.

The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable

under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

## 35. Adherence to BCP & Cyber Security Systems

Bidders are responsible for meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy/BCP Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

The resources onboard to Bank's work need to provide declaration as per Annexure O - Know Your Employee (KYE) Clause as per bank's outsourcing policy.

The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.

All information resources (online/in-person) of the vendors and its partners shall be made accessible to reserve Bank of India as and when sought. Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with Bank's policy.

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third-party vendors/service providers & partners.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

## 36. Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide

the Deliverables and Services upon the terms and conditions contained in this RFQ.

36.1 The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.

36.2 If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, (i) obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFQ.

36.3 Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFQ.

## 37. Non-Transferable Offer

This Request for Qualification (RFQ) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

## 38. Responsibility for Completeness

Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, Configuration, testing, commissioning, performance or completeness of the order, shall be provided/made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.

The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.

## 39. Insurance

The insurance is to be taken by bidder for an amount equal to 110% of the CIF value of the goods delivered at the respective sites covering all risks (including fire, burglary, SRCC, natural calamities such as earth quake, flood etc.) up to the delivery & Installation of hardware.

## 40. Compliance with IS/Cyber Security Policy

The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFQ, details of which will be shared with the selected Bidders. Some of the key areas are as under:

40.1. Responsibilities for data and application privacy and confidentiality

40.2. Responsibilities on system and software access control and administration

40.3. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor

40.4. Physical Security of the facilities

40.5. Physical and logical separation from other customers of the Vendor

40.6. Incident response and reporting procedures

40.7. Password Policy of the Bank

40.8. Data Encryption/Protection requirements of the Bank. Encryption of data should be as per SOW.

40.9. In general, confidentiality, integrity and availability must be ensured.

40.10. Solution supplied should be compatible with bank's existing CSOC for integration.

## 41. Audit

The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full co-operation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carryout inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.

The bidder has to ensure compliance of Information Security according to policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to Bank.

In line of above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to Bank.

Compliance with security best practices may be monitored by periodic computer/information security audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audit plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls.

To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representative access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the bidder.

Any license violation on the part of the outsourced vendor shall not put Bank at risk. Bank shall reserve the right to audit the license usage of the vendor or shall ask the vendor to take undertaking of non-violation of license.

## 42. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have fore seen and which substantially affect the performance of the Contract, such as:

42.1 Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,

42.2 Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

42.3 Terrorist attacks, public unrest in work area;

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.

## 43. Exit Clause

The Bank reserves the right to cancel /exit the contract with immediate effect in the event of happening one or more of the following conditions:

43.1 Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 60 days from receipt of purchase contract.

43.2 Delay in delivery beyond the specified period.

43.3 Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;

43.4 Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution

In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

## 44. RFQ Ownership

The RFQ and all supporting documentation are the sole property of Union Bank of India and should NOT be redistributed without written consent of Union Bank of India. Violation of this would be breach of trust and may, inter-alia cause the bidders to be irrevocably disqualified. The aforementioned material must be returned to Union Bank of India on submitting the proposal, or upon request; however, bidders can retain one copy for reference.

## 45. Proposal Ownership

The proposal and all supporting documentation submitted by the bidders shall become the property of Union Bank of India unless the Bank agrees to the bidder's specific requests, in writing, the proposal and documentation to be returned.

## 46. Patents Rights

46.1. The supplier shall indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

46.2. The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

46.3. The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses and court and legal fees.

46.4. The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

46.5. The Supplier shall grant to the bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

## 47. Price Validity

Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to any changes at any circumstances during the rate contract period of two years.

## 48. Conflict of Interest

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

## 49. Tender/RFQ/RFP Cancellation

The Bank reserves the right to cancel the Tender/RFQ at any time without assigning any reasons whatsoever. In case of such cancellation the payment will be made to the extent of satisfactory delivery of products & services. The value of such payment shall be governed by completion certificates report and decision of Bank shall be final and binding on the bidder.

## 50. Information Ownership

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

This RFQ document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending Respondent to determine whether or not to enter into a contract or arrangement with Union Bank of India in relation to the provision of Contact Centre services. Neither Union Bank of India 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 RFQ document.

## 51. Publicity

Any publicity by the Service Provider in which the name of the Bank is to be used, will be done only with the explicit written permission of the Bank.

## 52. Arbitration

All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only.

## 53. Dispute Resolution & Jurisdiction

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFQ/RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only. Law of India will be applicable for Dispute Resolution.

## 54. Submission of Bids

The bidders have to submit responses to the RFQ through Online. Only original documents viz. Bid security and Integrity Pact should be submitted in physical form. All response documents as per requirement of RFQ must be uploaded on the site https://ubi.abcprocure.com. Original DD/BG for EMD and Integrity Pact (IP) must be submitted physically in sealed cover at the following address on or before scheduled date and time.

> To
>
> The General Manager,
> Union Bank of India,
> Department of Information Technology,
> Technology Centre, Adi Shankaracharya Marg,
> Opposite Powai Lake, Powai,
> Mumbai – 400072.

Bank may, at its discretion, extend this deadline for submission of bids by releasing corrigendum to this tender document.

## 55. Annexure A – Letter of Acceptance

**(Letter to the bank on the bidder's letterhead)**

To,

Union Bank of India
Technology Centre, 5th floor,
Adi Shankaracharya Marg,
Near Registrar of Shipping,
Powai, Andheri (East),
Mumbai-400072

RFQ Ref. No. UBI/DIT/2022-23/01

Dear Sir,

**Sub: Request for Qualification (RFQ) for Supply, Installation, Configuration, Implementation & Support of Hyper-Converged Infrastructure and Software Solution for Expansion of Bank's On-Premises Private Cloud under Rate Contract**

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for the desired solution as detailed in your above referred RFQ.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFQ and all required information as mentioned is enclosed.

We also confirm that the offer shall remain valid for 180 days from the date of the offer.

We hereby undertake that supporting software supplied, if required will be licensed, legally obtained and with latest version.

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the RFQ in full or in part without assigning any reasons whatsoever.

We understand that

a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
c. If our bid is accepted, we are to be responsible for the due performance of the contract.
d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.

e. Bidder means the bidder who is decided and declared so after examination of commercial bids.

f. We enclose Demand Draft/Bank Guarantee for Rs.3,25,00,000/- (Rupees Three Crore Twenty Five lac only) favoring Union Bank of India and payable at Mumbai, towards bid security, details of the same is as under:

No. :
Date :
Name of Issuing Bank :
Dated at _____this _____day of _____2022

Or

MSME/Udyog Aadhaar Certificate No.

We hereby declare that all the information & Statements made in this RFQ are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFQ.

Yours faithfully,

Date:

For _____

Signature _____

Name _____

Authorized Signatories
(Name & Designation, seal of the firm)

## 56. Annexure B – Bidder's Profile Format

RFQ Ref. No. UBI/DIT/2022-23/01

| Serial No. | Parameters | Response | |
|---|---|---|---|
| 1 | Name of the Firm/Company | | |
| 2 | Year of Incorporation in India | | |
| 3 | Names of the Partners/Directors | | |
| 4 | Name and Address of the Principal | | |
| 5 | Addresses of Firm/Company | | |
| | a) Head Office | | |
| | b) Local Office in Mumbai and Bengaluru (if any) | | |
| 6 | Authorized Contact person | | |
| | a) Name and Designation | | |
| | b) Telephone number/Mobile No. | | |
| | c) E-mail ID. | | |
| 7 | Financial parameters | | |
| | Business Results (last three years) | Annual Turnover (Rs. In Crores) | Operating Profit (EBITDA Rs. In Crores) |
| | 2021-22 | | |
| | 2020-21 | | |
| | 2019-20 | | |
| | 2018-19 | | |
| | (Only company figures need to be mentioned. Not to include group/subsidiary Company figures) | (Mention the above amount in INR only) | |
| 8 | Number of banks / Institutions to which this kind of services are being given. | | |
| 9 | Name and address of the banks / institutions to whom this kind of services was given with brief description, Location, etc. | | |
| 10 | Is company ISO Certified? If yes, provide information along with true copy of certificate. | | |
| 11 | GST Number & PAN Number | | |

**N.B. Enclose copies of Supporting document along with Audited Balance Sheet**

Dated this........ Day of .............. 2022
(Signature)
(In the capacity of)
Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

## 57.  Annexure C– Eligibility Criteria

RFQ Ref. No. UBI/DIT/2022-23/01

| Sl. No. | Pre-Qualification Criteria | Compliance (Yes/No) | Detail of Proof  Attached |
|---|---|---|---|
| 1 | The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure J on plain paper in advance (not prior to issuance of RFQ) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same. | | Integrity Pact (IP) as per Annexure J |
| 2 | The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India or Government Organization/PSU and should have experience of minimum 5 years in existence in India from the date of issuance of RFQ. | | Certificate of incorporation/certificate for commencement of business/other relevant documentary proof is to be submitted. |
| 3 | The bidder should have minimum average turnover of Rs.385.00 Crore of previous three financial years i.e. 2019-20, 2020-21 and 2021-22 as per the audited balance sheet available at the time of submission of tender. In case the audited financials for the year 2021-22 is not available, CA Certificate with UDIN number for turnover of 2021-22 / audited financials of 2018-19 should be submitted. Bidder should also provide self declaration that statutory audit for the FY 2021-22 is not completed. This must be the individual company turnover and not that of any group of companies. | | Copies of the audited balance sheet and P&L Statement of the company showing the turnover is to be submitted. |
| 4 | Bidder should have operating Profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in the last three financial years i.e. 2019-20, 2020-21 and 2021-22. In case the audited financials for the year 2021-22 is not available, CA | | Copies of the audited balance sheet and Profit/Loss statement of the company is to be submitted. |

| | | | |
|---|---|---|---|
| | Certificate with UDIN number for EBITDA of 2021-22 / audited financials of 2018-19 should be submitted. Bidder should also provide self declaration that statutory audit for the FY 2021-22 is not completed. | | |
| 5 | Bidder/OEM must have supplied and implemented the VMware Private Cloud Solution and hypervisor in a BFSI/Central/State Govt. during the past 3 years in India as on the date bid submission of RFP. | | The bidder has to submit PO and Project sign off/performance certificate/any proof for completion of project as supporting documents for the same. |
| 6 | Bidder/OEM must have supplied minimum 50 vSAN ready Hyper-Converged Nodes of proposed OEM in a single Organization in a BFSI/Central or State Govt. during the past 3 years in India as on the date bid submission of RFP. | | The bidder has to submit PO and Project sign off/performance certificate/any proof for completion of project as supporting documents for the same. |
| 7 | Bidder should be either an Original Equipment Manufacturer (OEM) of devices/hardware/software solutions or authorized partner of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM or its authorized partners. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFQ. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered. In addition to submitting MAF as above, bidder should also submit "Annexure U – Undertaking for Agreement with VMware" duly countersigned by VMware. | | Manufacturer Authorization Form (MAF) obtained from OEM should be submitted. MAF should also have the line mentioned in bold. |

| | | | |
|---|---|---|---|
| 8 | The companies or firms, bidding for the above tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered. | | Undertaking on Company's letterhead as per Annexure G to be submitted by the bidder |
| 9. | The bidder should provide undertaking mentioning DIN of Directors that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process | | Self-Declaration should be submitted. |

**Note:** The Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. The requirements mentioned above are mandatory. The cut-off date for the above criteria's will be the Date of submission of RFQ.

Bidder should fulfill all the Eligibility criteria. Only those who fulfill all the eligibility criteria will qualify for further evaluation. Documents required to be submitted along with Technical bid.

Photocopies of relevant documents / certificates as mentioned above in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently and can accept or reject without any explanation to the Bidder. Reference Site Customer Name and Contact information to be provided to the Bank with whom discussion can be done.

**Authorized Signatory:**
**Place:**          **Name & Designation:**
**Date:**          **Business Address & email id:**

## 58. Annexure D – Compliance to RFQ Terms & Conditions

RFQ Ref. No. UBI/DIT/2022-23/01

| Sl.No. | Clause Details | Bidder's Compliance (Yes/No) |
|---|---|---|
| 1. | Introduction | |
| 2. | Integrity Pact (IP) | |
| 3. | Definition | |
| 4. | Objectives of the RFQ | |
| 5. | Invitation of Tender Bids | |
| 6. | Eligibility Criteria | |
| 7. | Broad Scope of Work | |
| 8. | VMware Residential Engineer (RE) Resource | |
| 9. | Terms of Execution of Work | |
| 10. | Locations to be Covered | |
| 11. | Cost & Currency | |
| 12. | Price Variation | |
| 13. | Acceptance of Offer | |
| 14. | Rate Contract | |
| 15. | Language of Bid | |
| 16. | Instructions for Bid Submission | |
| 17. | Shortlisting of Bidders | |
| 18. | Taxes and Duties | |
| 19. | Rejection of Bid | |
| 20. | Modification and Withdrawals of Bid | |
| 21. | RFQ Response | |
| 22. | Order Cancellation/ Termination of Contract | |
| 23. | Contract Period | |
| 24. | Inspections & Tests | |
| 25. | Availability of Spares | |
| 26. | System Maintenance Standard | |
| 27. | Warranty | |
| 28. | Annual Maintenance Contract/Annual Technical Support | |
| 29. | OEM Authorization | |
| 30. | Liquidated Damages (LD) | |
| 31. | Service Level Agreement and Penalties | |
| 32. | Authorized Signatory | |
| 33. | Confidentiality | |
| 34. | Limitation of Liability& Indemnity | |
| 35. | Adherence to Cyber Security Systems | |
| 36. | Intellectual Property Rights | |
| 37. | Non-Transferable Offer | |
| 38. | Responsibility for Completeness | |

| 39. | Insurance | |
|-----|-----------|---|
| 40. | Compliance with IS/Cyber Security Policy | |
| 41. | Audit | |
| 42. | Force Majeure | |
| 43. | Exit Clause | |
| 44. | RFQ Ownership | |
| 45. | Proposal Ownership | |
| 46. | Patents Rights | |
| 47. | Price Validity | |
| 48. | Conflict of Interest | |
| 49. | Tender/RFQ Cancellation | |
| 50. | Information Ownership | |
| 51. | Publicity | |
| 52. | Arbitration | |
| 53. | Jurisdiction | |
| 54. | Submission of Bids | |

**Authorized Signatory:**

**Place:**                    **Name & Designation:**

**Date:**                     **Business Address & e-mail id:**

## 59. Annexure E –Technical Compliance

RFQ Ref. No. UBI/DIT/2022-23/01

### I) VMware vSAN ready Hyper-Converged Nodes Specifications

| Sl. No. | Technical Description | Compliance (Yes/No) | Remarks |
|---|---|---|---|
| 1 | VMware vSAN ready HCI node, your offer (Make & Model) | | Specify |
| 2 | Bidders should propose 54 nodes (27 nodes at DC & 17 nodes at DR) with each node having 24 disk slots. Each proposed node must be configured with 12 x 7.68TB SSD. Each of the data SSD in the proposed node must be an eMLC SAS SSD or higher SSD. Each proposed node must be configured with 3 nvme caching disk to create minimum 3 disk group per node. Bidder can size the caching disk as per data disk in the disk group. | | |
| 3 | Each node must be proposed with 2 x Third Generation Intel Xeon Platinum 8358 @2.60 GHz Processors, 32 Cores and 48 MB cache. | | |
| 4 | The nodes should connect over 25G IP connectivity. Minimum 8 x 25G Ethernet port per node must be proposed. | | |
| 5 | Each Node must be installed with 2 TB RAM with 64 GB or higher DDR4@3200 MHz Module. | | |
| 6 | Node must have Redundant Hot Plug High Efficiency Power Supply with maximum 2U form factor. | | |
| 7 | Redundant Hot Plug High Speed Cooling Fans | | |
| 8 | The proposed vSAN ready HCI node must be able to deliver less than 5 milliseconds read / write average latency to the virtual machines installed with various leading critical databases. | | |

| | |
|---|---|
| 9 | Remote management features, Appliance management software capable of providing role-based security, alerts of critical component failure along with power monitoring. Should also provide for controlling Power, Fan management, Compute node initialization, Resource discovery and inventory management, Resource alerts and monitoring management, Compute node power management and diagnostics for elements including I/O options and compute nodes. |
| 10 | Bidders must propose vSAN ready nodes with 3 years comprehensive onsite warranty and maintenance for 4th & 5th Year |
| 11 | The solution should provide a single unified management console for the management, monitoring and configuration of the entire environment including underlying Hardware and associated components in the servers. The entire hardware stack upgradation and patching from single console. |
| 12 | The proposed vSAN ready node should have maximum in 2U form factor. |
| 13 | The proposed vSAN ready nodes shall provide scale-up (by adding SSD disks) architecture with no disruption to the workloads already running on the platform |
| 14 | |

## II)   **Flash Storage (2*100 TB Usable Capacity)**

| Sl No | Technical Description | Compliance (Yes/No) | Remarks |
|---|---|---|---|
| 1 | Specify your offer (Make & Model) | | |
| 2 | The Proposed Storage must be enterprise class storage. The storage should be configured with 100 TB usable capacity without compression and de-duplication using SSD Drives with at least Dual drive failure protection. SSD Drive capacity should be less than 4 TB. | | |

| | | | |
|---|---|---|---|
| 3 | Storage system must be offered in a No-Single-Point of Failure offering 100% data availability with minimum 2 Nodes/Controllers and Scale-Out to minimum 4 Nodes/Controllers. | | |
| 4 | The Storage system offered must be a scale-out system offering SAN (block)/object workloads. The Storage supplied should be an appliance with a Single Microcode offering all protocols and should not be based on server based General Purpose Filesystems or Operating systems such as Linux, Windows etc. | | |
| 5 | The Storage system should be offered with minimum 64 GB DRAM cache across dual controllers. The cache should be scalable to 384 GB in a scale-out architecture with minimum 4 Controllers. For Storage system with Scale-Up architecture support only should quote Dual controllers with at least 384 GB cache on day one across HA pair. | | |
| 6 | The proposed Storage System should offer capability to protect the write cache in case of a controller failure. Also, a failure of controller should not lead to write-through mode for cache. | | |
| 7 | The proposed Storage System must have SSD drives, each of 12Gbps interface speed to meet the capacity and performance requirements for the applications. The system must support a minimum of 200 disks for scalability purpose across HA pair. | | |
| 8 | The proposed system should offer minimum dual drive failure protection for better resiliency and performance. | | |
| 9 | The proposed storage should be configured natively with FC, iSCSI, protocols for use with different applications. | | Provide the publicly available reference link on OEM site for the mentioned feature |

| | | | |
|---|---|---|---|
| 10 | The proposed storage system should have minimum 4x12Gb SAS ports and 4x25GbE and 4x16Gbps FC front end ports available across dual controllers. | | |
| 11 | The proposed storage system must have the ability to expand LUNS/Volumes on the storage online and instantly. | | |
| 12 | The proposed storage system should have the Quality of Service feature configured for both min and max limit at individual volume/LUN. The QoS should offer capability to maintain IOPs per GB allowing to increase the IOPs as LUN/Volume size is increased. Any additional license should be configured for the same if required. | | Provide the publicly available reference link on OEM site for the mentioned feature |
| 13 | The proposed storage system must have the capability of moving the hot data to high-performance drives and cold data to low performance drives in real time. The system should provide capability to tier data to high density drives on premise and off premise to an object storage or equivalent platform preserving data efficiencies. | | Provide the publicly available reference link on OEM site for the mentioned feature |
| 14 | The proposed storage system must have redundant hot swappable components like controllers, disks, power supplies, fans etc. and allow re-usage of Disk Shelves with higher models of the same product line. | | |
| 15 | The storage system should be capable of providing multi-pathing software with failover and load balancing functionality. | | |
| 16 | The proposed storage should provide in-line data efficiency features such as Compression, De-Duplication and Compactation. | | Provide the publicly available reference link on OEM site for the mentioned feature |
| 17 | The proposed system should provide the features such as capacity usage, trends, activity evaluation and perform corrective actions on the | | |

| | | | |
|---|---|---|---|
| | directories and files. | | |
| 18 | The system offered should provide the ability to recover files, databases, and complete volumes instantaneously from the snapshot copies. | | |
| 19 | The proposed storage should offer minimum 500 point-in-time snapshots per volume/LUN in such a way that the snapshots should not consume extra space at the time of creation. The license for entire usable capacity to be included. | | |
| 20 | The proposed storage should provide Fast Restores, Instant VM Recoveries and Data Fabric Integration along with RBAC. | | |
| 21 | The proposed storage should support software for fast, space-efficient, application-consistent, disk-based backups and clone management that can protect applications with improved RPO/RTO. | | |
| 22 | The proposed system should be offered with the necessary licenses/software that simplify backup, restore and clone management by allowing mutable snapshots and clones without disruption to production. | | |
| 23 | The Proposed Storage system should have native GUI to monitor & perform operations on data protection jobs | | |
| 24 | The proposed storage array must support data at rest encryption for file shares including both CIFS and NFS, managed by On-board Key Manager or External Key Manager offering industry standard certification/compliance by using a cryptographic security module supporting FIPS 140-2 level encryption. For multi-tenant configuration, individual tenant's keys should be managed by the offered | | |

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| | storage. | | |
| 25 | The proposed storage array must support data-at-rest encryption in compliance with FIPS 140-2 certification managed by On-board Key Manager or External Key Manager using a cryptographic security module. | | |
| 26 | The storage system should support IPsec data encryption in flight for all IP traffic including the FC, iSCSI protocols to combat replay and man-in-the-middle (MITM) attacks. | | |
| 27 | The storage should be configured to comply with SEC Rule 17a-4 for filesystems. | | |
| 28 | The Storage system should support (UEFI) secure boot to ensure that only signed and verified images are used to boot the system. Storage array should provide security feature while booting by ensuring that Key Manager manages keys to lock/unlock drives and associated volumes. | | |
| 29 | The Storage Management Software should offer operational simplicity and rich data management functionalities for Unified Storage. It should provide a single dashboard to monitor health, availability, capacity usage, performance, and data protection status of various platforms along with resource planning. | | |
| 30 | The Storage management interface (GUI) should be virtualization aware and provide end to-end virtual-to-physical mapping of the physical infrastructure using a single console. | | |
| 31 | The offered system should offer capability to find and fix security vulnerabilities and automate risk remediation. | | |
| 32 | The storage should be supplied with rack mount kit. All the necessary | | |

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| | patch cords (Ethernet and Fiber) shall be provided and installed by the vendor. | | |
| 33 | The Hardware and software quoted should have 5 years support along with upgrade and updates. | | |
| 34 | The proposed storage must offer an enterprise storage array & 100% data availability guaranteed architecture. | | Provide the publicly available reference link on OEM site for the mentioned feature |
| 35 | The proposed storage should support true symmetric active-active controllers so that single a single logical unit cab be shared across all the offered controllers in symmetrical fashion while supporting all the major functionalities like Thin Provisioning etc. | | |
| 36 | The proposed storage array shall have native virtualization support so that RAID can be carved out from a logical space instead of dedicating separate physical disks for each application. | | |

## III) Backup Solution Specifications

| Sl. No. | Our Requirement | Compliance (Yes/No) |
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| 1 | Specify your offer (Make and Model) | |
| 2 | The proposed solution must be an enterprise class backup solution and purpose-built backup appliance. | |
| 3 | The bidder needs to supply minimum usable capacity of 3 x 1 PB (1 PB each at DC, DR Site and AirGap) without compression and de-duplication. The purpose-built backup solution must support minimum 90 TB throughputs per hour. The proposed backup solution must be enterprise class. The backup solution must support disk to disk to tape media backup functionality. The purpose-built backup solution must support further expansion of at least 2 times of proposed capacity in this RFQ. | |
| 4 | The proposed purpose-built backup solution must have controller capacity to support 2 times backup capacity which is asked in this RFQ at day 1. Incase not supporting the double capacity in single appliance then same must be provided with separate appliance. | |
| 5 | Solution must support Data compression and de-duplication features. | |

| 6 | Solution must support RAID 6 technologies with hot spare disk. | |
| 7 | The backup solution must support disk to disk to tape media backup functionality. | |
| 8 | The software should have the capability to replicate the backed-up data to the DR site for the selected set of backup sets. | |
| 9 | The proposed Backup Solution Software has inbuilt Web based GUI for centralized management of backup domain. | |
| 10 | The bidder will supply backup server one each at DC and DR site along with disk-based backup solution along with necessary operating system licenses for backup server. The backup server as well as backup appliance must have minimum 4x25 Gbps Ethernet port and 4x32 Gbps FC (Fibre Channel) port (optional for backup appliance). | |
| 11 | The vendor must design the solution using the NIST framework or a similar design that will help the organization to build contingency against ransomware attacks | |
| 12 | Proposed purpose-built backup solution should be able to interface with various industry leading backup software, server platforms and operating systems. | |
| 13 | The solution should support global / inline data duplication using variable block length de-duplication technology. | |
| 14 | The purpose-built backup solution should support OST file system or any other optimized synthetic file system. | |
| 15 | The Solution Should Support de-duplication at backup server/ host level so that only changed blocks travel through network to backup device | |
| 16 | The purpose-built Backup solution must support high density disk array expansion in order to help the Bank with lower rack space utilization | |
| 17 | Backup Solution must support IPv4 for backup, replication as well as management of the Backup solution. Should support Ethernet failover and aggregation | |
| 18 | Backup Solution Should support 256-bit AES encryption for data at rest and data-in-flight during replication | |
| 19 | Backup Solution Should support retention lock or equivalent feature which ensures that no data is deleted accidently | |
| 20 | The purpose-built backup solution should provide a mechanism to perform an immediate verification of the unique backup data as soon as it is written on the disk, to insure against any write | |
| 21 | The Solution must use store all data along with the meta data that describes it. It must provide the ability to rebuild the meta data structure by scanning the data from the disk to enable | |
| 22 | Backup Solution must ensure integrity of the data returned during a restore by verifying the block data read with a checksum of the data | |
| 23 | Backup Solution must have scheduled file system check to ensure data integrity | |

| 24 | The proposed Backup Solution should be available on various OS platforms such as Windows/Linux Platforms and be capable of supporting SAN/NAS based backup / restore from various platforms including Linux and Windows | |
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| 25 | The proposed Backup Solution should support tape Mirroring running concurrently with primary backup jobs to the disk target. | |
| 26 | The proposed backup solution must support Link Aggregation Control Protocol (LACP). | |
| 27 | The proposed backup solution should allow creation of additional backup copies, run concurrently with primary backup, within the same Library or over the network to another tape library/standalone drive of different format medium (e.g. Ultrium to SDLT etc..) to allow easy valuating operation. | |
| 28 | The proposed backup solution must support all leading hypervisors like VMware, Acropolis, Microsoft Hyper-V, RHEL-V to take full as well as incremental backup of the running VMs. | |
| 29 | The proposed Backup Solution must have certified Hot- Online backup solution for different type of critical Databases such as Oracle, Microsoft Sql Server, Mysql, DB2. The backup solution should support incremental backup of above-mentioned databases. | |
| 30 | Solution must have built-in protection against zero-day attack and malicious insider threats | |
| 31 | Solution should support different retentions for primary and DR backup device. | |
| 32 | The proposed backup software licenses must be offered in Sockets or Front-end capacity licenses and with perpetual licensing in this RFQ. | |
| 33 | The purpose-built backup solution must have the feature to integrate with any Tape Library LTO5/6/7/8. | |
| 34 | The proposed backup solution should not be binding with any specific hardware OEM. It must support other OEMs backup appliances as well. | |
| 35 | Proposed solution should support options for immutability, air-gap and data isolation for backup data. The proposed purpose-built backup device must support WORM immutability. | |
| 36 | The proposed solution should support Policy-driven automated workflows to securely move business critical data into an isolated air-gapped environment. | |
| 37 | The proposed solution should enable the fastest and surest possible recovery, in addition to potentially helping to track the source of the attack. | |
| 38 | The solution must provide instant access of virtual Machine. The solution must allow to instantly power on minimum 25 virtual machines simultaneously from backup appliance with 60K or more IOPS. | |
| 39 | The bidder needs to provide minimum two customer references within India (preferably Public Sector) that run of similar or higher scale. | |

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| 40 | The bidder must provide all additional infrastructure including servers, network switches required for backup infra. |
| 41 | Proposed disk-based backup solution should be sized appropriately for backup of front-end data 1PB (30% VM DB type and 70% VM File System type) data as per below mentioned backup policies.<br>a. Daily incremental backup – retained for 4 weeks in PBBA.<br>b. Weekly full backup for all data types – retained for 1 month in backup device.<br>c. Monthly full backups – retained for 12 months in backup device or Long term /Object Storage.<br>d. Yearly full backups - retained for 7 years in backup device or Long term /Object Storage.<br>The disk-based backup solution should be quoted with adequate capacity considering 5% daily change rate for entire duration of 5 years warranty.  Bidder must provide a sizing certificate showcasing this sizing consideration on the OEM's letter head with seal and sign from the authorized signatory. |
| 42 | The proposed backup solution must have the functionality to backup and recovery of containers/pods. |
| 43 | The proposed backup solution must support automatic detection and backup of the applications in kubernetes clusters. |
| 44 | The proposed backup solution must support for backup and restore to multi-cluster considering multi-cloud environment and DR (Disaster Recovery) site. |
| 45 | The proposed backup solution must support backup and recovery of applications hosted on public cloud such as Azure, AWS, Oracle Cloud, Google Cloud without any additional licenses. |

## iv) VMware vSphere & vSAN Specifications

| Sl. No. | Our Requirement | Compliance (Yes/No) |
|---|---|---|
| 1 | Specify your offer (Make and version) | |
| 2 | The solution shall provide a purpose-built hypervisor with minimal footprint that installs directly on the bare metal x86 server | |
| 3 | The solution shall provide a single console for management of the platform to conduct activities such as on-boarding/managing hosts, virtual machines, storage and networks | |
| 4 | The solution shall provide the ability to create new virtual machines from scratch or based on templates (created from fully configured virtual machines) | |
| 5 | The solution shall provide support for heterogeneous guest Operating systems such as Windows (Desktop & | |

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| | Server OS) and Linux (at least Red Hat, SUSE, Ubuntu and CentOS) and Solaris x86 |
| 6 | The solution shall provide the ability to rapidly on-board new hosts by automatically deploying reference configurations including networking settings |
| 7 | The solution shall intelligently place and balance virtual machines on appropriate available storage tier based on SLA, performance and availability requirements |
| 8 | The solution shall provide a convertor to migrate physical Windows and Linux workloads to virtual workloads |
| 9 | The solution shall provide automated live migrations for initial placement and balancing of available resources with rules to define affinity and/or anti-affinity for workloads (e.g. 2 VMs providing availability for each other should always be placed on different hosts) |
| 10 | The solution shall provide the ability to hot-add CPU and memory and hot-plug disks and NICs (provided the same is supported by the guest operating system) |
| 11 | The solution shall provide the ability to use flash devices on the host as a 'read & write cache' to improve performance for read & write sensitive workloads |
| 12 | The solution shall provide a framework to deliver proven 3rd party endpoint security solutions to eliminate agent footprint from virtual workloads and offload scanning functions to a security appliance thus reducing impact of security scans on performance. |
| 13 | The solution shall provide built-in replication capability which will enable efficient array-agnostic replication of virtual machine data over the LAN or WAN. This replication should simplify management enabling replication at the virtual machine level and enabling RPOs as low as 15 minutes. |
| 14 | The solution shall provide configurations at VM level that can be tuned to help reduce latency. When the Latency sensitivity is set to high the hypervisor will try to reduce latency in the virtual machine by reserving memory, dedicating CPU cores and disabling network features that are prone to high latency |

| 15 | The solution shall provide the ability to expand virtual disks (boot and non-boot disks) without downtime and provide options for locating new virtual disks for existing workloads on different tiers of storage for both Windows and Linux workloads | |
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| 16 | The solution shall provide I/O prioritization for virtual workloads to ensure that business critical VMs are not affected due to congestion by other VMs on the same host | |
| 17 | The solution shall provide a highly-available platform with built-in clustering capability leveraging both network & storage communication for cluster heartbeats. Failure of the management network shall not result in downtime for the workloads. | |
| 18 | The solution shall provide zero downtime host patching with maintenance mode to move running workloads to other hosts on the platform with a consistent audit trail of the patching process | |
| 19 | The solution shall provide centralized disk-based data protection (backup/restore) capabilities for the virtual Windows & Linux workloads with file-level restore and built-in de-duplication to reduce backup storage requirements | |
| 20 | The solution shall provide a centralized interface from which virtual machine access switching for the entire data center can be configured, monitored and administered | |
| 21 | The solution shall support configurations of 802.1q VLANs which are compatible with standard VLAN implementations from other vendors | |
| 22 | Single view of all virtual machines, allow Monitoring of system availability and performance and automated notifications with alerts. Monitor and analyze virtual machines, and server utilization and availability with detailed performance graphs. | |
| 23 | Virtualization management software should have integrated Physical Host and Virtual Machine performance monitoring. | |
| 24 | Virtual Machine performance monitoring reports for performance and utilization of Virtual Machines. It shall co-exist and integrate with leading systems management vendors. | |

| 25 | Virtualization management software should support user role and permission assignment (RBAC) | |
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| 26 | Management console should reside on existing virtualized host. | |
| 27 | Virtualization management software console shall maintain a record of significant configuration changes and the administrator who initiated them. | |
| 28 | Capability to migrate the virtualization infrastructure to DR site. | |
| 29 | The solution shall provide integration with the proposed datacenter automation solution to enable automated delivery of complete environments including computer, networking & security. | |
| 30 | The proposed hypervisor solution must be ready for containers, kubernetes and dockers deployment. | |
| 31 | The Solution should provide enterprise data services such as compression, de-duplication completely in software without dependence on any proprietary hardware. These functionalities should be part of the proposed solution and enterprise licensed. | |
| 32 | The solution should have enterprise file storage services feature | |
| 33 | The solution must support to run container-based workload. | |
| 34 | The solution should compulsorily manage from a single control plane and movement of virtual machine's should be seamless and non-disruptive once the vSAN cluster is extended. | |
| 35 | The solution must support migration of Virtual machines across multiple disaster recovery sites, so that key virtual machines can be recovered in times of disaster. All software licenses for enabling the above must be part of overall solution. | |
| 36 | The solution must be capable of creating instant clones and snaps for VMs so as not to impact production workloads. | |
| 37 | The solution should support checksum of data to ensure data integrity & to enable automatic detection and resolution of silent disk errors. | |
| 38 | The solution should deliver zero data loss in case of disk, host or network failure. Minimum 1 node failure must be considered while configuring the cluster. | |
| 39 | The solution should be able to work on latest x86 server | |

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| | hardware available from all the leading vendors in the industry and should not be restricted to a particular vendor/make/model |
| 40 | The proposed solution must be capable of replicating & moving the virtual machine's across the new nodes at the software defined storage level. |
| 41 | The solution should have the capability to deliver capacity management, analytics and modeling, with granularity to analyze metrics collected which will help for future capacity planning and also help in troubleshooting the infrastructure as well as VMs related issues. |
| 42 | The solution should support Proactive High availability capability that utilizes server health information and migrates VMs from degraded hosts before problem occurs. |
| 43 | The solution should able to support different generation of Intel processors in the same cluster for investment protection over the life of the proposed solution. |
| 44 | The solution shall provide hyper-converged infrastructure that allows delivery of enterprise-class storage services using latest x86 server infrastructures without dependence on a separate Storage Area Network & associated component such as SAN Switches & HBAs. |

## v) VMware NSX Specifications

| Sl No | Our Requirement | Compliance (Yes/No) |
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| 1 | Specify your offer (Make and Version) | |
| 2 | The solution should support connectivity to bare metal servers providing bridging between overlay network and existing VLAN based network | |
| 3 | The solution shall provide granular network traffic telemetry that enables rapid troubleshooting and incident response. It should also provide traffic counters for sessions, packets and bytes which will provide visibility into the virtual network and firewall-rule creation. | |
| 4 | The solution shall provide a networking & security virtualization layer that allows faithful delivery of network services in software without dependence on | |

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| | specific make/model of networking devices/appliances |
| 5 | The solution should provide a stateful distributed firewall such that the firewalling for Virtual Machines can be provided closest to the application within the server itself without traffic going to a Physical Firewall. |
| 6 | The firewall-rule table of the solution should be designed for ease of use and automation with virtualized objects for simple and reliable policy creation |
| 7 | The solution should provide embedded/virtual machine distributed firewall and should provide near line rate performance |
| 8 | The solution should enable integration of third-party network and security solutions through open architecture and standard APIs. The bidder shall provide a list of ecosystem vendors that integrate with the framework |
| 9 | The solution should provide distributed routing so that routing between Virtual Machines with different IP subnets can be done in the logical space without traffic going out to the physical router thus reducing number of hops |
| 10 | The solution should provide distributed and dynamic routing capabilities. |
| 11 | The solution shall lend itself to network monitoring by supporting standards protocols (for remote network analysis) |
| 12 | The solution shall provide ready integration with the proposed platform to automate delivery of networking & security services such as switching, routing and firewalling |
| 13 | The solution should have the ability for On-demand network creation and can define routed, NAT or Private network profiles based on application topology |
| 14 | The solution should be capable to provide agentless guest and network introspection services. |
| 15 | The SDN solution must support networking and security functionality for containers, kubernetes and dockers deployment. |
| 16 | The proposed solution should be capable to provide network data flow visibility across containers, dockers and kubernetes. |
| 17 | The solution should provide a distributed context aware firewall which provides visibility into the application |

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| | layer and should be able to block the application irrespective of the port it is using. It should also provide inbuilt FQDN/ URL whitelisting capabilities. |
| 18 | The solution should have integrated distributed IDS and IPS functionality for East-West traffic in order to detect malicious traffic. |
| 19 | The solution should have capability to provide stateful micro-segmentation for diverse workloads covering virtual machines, containers and bare metal servers from a single console. |
| 20 | The solution should integrate with Kubernetes to provide app-deployment automation L4 Objects (Kubernetes Services) |
| 21 | Solution Should implement the Kubernetes APIs i.e. 'Network Policy', 'Ingress' and 'Load Balancer' constructs to support Distributed Firewalling, Pod level micro-segmentation and access to Service. |
| 22 | The solution should provide an integrated networking solution (CNI implementations) as well as provide advance turnkey container networking & firewalling services at Layer 2. |
| 23 | The solution should integrate with industry-leading Solutions for antivirus, malware, intrusion prevention, and next-gen security services. |
| 24 | The solution should provide a stateful firewall with capability of defining security policies on constructs such as IP address, VM names, objects and tags, active directory groups, Security tags etc. |
| 25 | The Security policies must follow the VM in the event of migration (i.e. vMotion) within the datacenter |
| 26 | The SDN solution should be capable of supporting major hardware OEMs like Juniper, Arista, Cisco, HPE, Dell. |
| 27 | Provisioning of virtual/software defined network services should be possible irrespective of make and topology underlying physical network switches and routers. |
| 28 | The solution should offer comprehensive flow assessment and analytics and security groups and firewall rules suggestion for the purpose of implementing a zero trust security within the data-center |

## vi) **VMware vRealize Automation Specifications:**

| Sl No | Our Requirement | Compliance (Yes/No) |
|---|---|---|
| 1 | Specify your offer (Make and Version) | |
| 2 | The solution should be able to automate and provision datacenter services such as compute, storage, networking, backup, replication, load balancing, security, firewall, etc. | |
| 3 | The solution shall provide a web-based self-service portal for IT/Business users to request for services. | |
| 4 | The solution should provide resource reclamation functionality which identifies and reclaims inactive and abandoned resources by automating the decommissioning and reuse of retired resources. It should also provide reclamation savings reports which would enable organizations to quantify its cost savings | |
| 5 | The solution shall provide automated provisioning of infrastructure, applications and custom services through a unified, web-based, multi-tenant self-service IT service catalogue | |
| 6 | The solution shall allow authorized administrators, developers or business users to request new IT services and manage specific cloud and IT resources, while ensuring compliance with business policies | |
| 7 | The solution shall support creation of services such as 'Single VM' and a 'Multi-tier application infrastructure (including software-based constructs such as load balancers)' as part of a standard template | |
| 8 | The solution shall support multiple levels of approval integrated with email/SMS notifications such that approvals/rejections can be done without having to login to the self-service portal | |
| 9 | The solution shall support extensibility capabilities to customize machine configurations and integrating machine provisioning /management with other enterprise-critical systems such as load balancers, configuration management databases (CMDBs), ticketing systems, IP address management systems, or Domain Name System (DNS) servers. | |
| 10 | The solution shall extend Day to day operations capabilities to the requestor of the service (e.g. ability to start/stop/suspend virtual machines, request additional resources and access the VM using RDP/SSH protocols) through the self-service portal based on entitlement | |

| 11 | The solution shall support granular role-based access control and entitlements of infrastructure services to consumers | |
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| 12 | The solution shall allow administrators to manage and reserve (allocate a share of the memory, CPU and storage) resources for a business group to use | |
| 13 | The solution should have the ability to provide native application isolation and on-demand creation of security groups based on existing security policies. | |
| 14 | The solution shall provide an orchestration engine with ready workflows and ability to create custom workflows based on SOAP, REST operations and PowerShell scripts | |
| 15 | The solution should be able to define multiple tenants which would enable the administrators to create a secure multitenant infrastructure wherein within a Tenant different business groups can have resources, service levels and automation processes that uniquely meet that group's needs. | |
| 16 | The Solution should provide Infrastructure as a Service support for multi hypervisor environment. | |
| 17 | The solution should have the ability to create custom workflows to automate the delivery of anything as a service - XaaS (for example Email, Storage as a Service, Network as a Service, Backup as a Service etc.) | |
| 18 | The solution should have a Unified graphical canvas for designing machines, software components and application stacks with the ability to extend or define external integrations in the canvas through XaaS | |
| 19 | The solution should have the capability to publish and share software components across business groups. | |
| 20 | The solution shall integrate with Active Directory (AD) and Open LDAP to allow importing existing users and groups in addition to creation of local users in the cloud portal. | |
| 21 | The solution should have the ability to allocate the storage to the VM from various storage containers or datastores as per user's requirement as and when required. | |
| 22 | The solution must be ready for containers, kubernetes and dockers deployment. | |
| 23 | The solution must have dedicated log management solution. It should allow connecting to data-center ecosystem components e.g. operating systems, applications, servers, storage arrays, firewalls, network devices, etc. providing a single location to collect, store, and analyze logs at scale | |

| 24 | The log management solution should be able to add all types of structured and unstructured log data, enabling administrators to troubleshoot quickly, without needing to know the data before hand. | |
| 25 | The log management solution should provide intelligent log analytics to be able to bring unstructured and structured data together, for enhanced end-to-end operations management. | |
| 26 | The log management solution should be able to collect and analyze all types of machine-generated log data, for example, network traces, configuration files, messages, performance data, system state dumps, and more. | |

## vii) Digital Workspace Solution Specifications

| Sl. No. | Specification | Compliance (Yes/No) |
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| 1 | The proposed Digital Workspace solution shall be scalable up to 200000 device connections. | |
| 2 | Linux (RHEL, Ubuntu, CentOS) and Microsoft Windows Server (Windows Server 2012/2016/2019, Windows10/8/7) based personal virtual Desktop | |
| 3 | Linux (RHEL, Ubuntu, CentOS) and Microsoft Windows Server (Windows Server 2012/2016/2019, Windows 10) based virtual Application | |
| 4 | Linux (RHEL, Ubuntu, CentOS) and Microsoft Windows Server (Windows Server 2012/2016/2019, Windows10/8/7) based shared/pooled virtual Desktop | |
| 5 | Linux (RHEL, Ubuntu, CentOS) and Microsoft Windows Server (Windows Server 2012/2016/2019, Windows 10) based shared/pooled virtual Application | |
| 6 | Remote access to physical PCs dedicated/floating pool management | |
| 7 | Support for flexible desktop pool deployment: personal, pooled, floating, fixed, persistent, non-persistent | |
| 8 | Support at least On-Premise VMware vSphere environment with complete VM provisioning, management and monitoring for delivering virtual app and desktops. | |
| 9 | The proposed solution shall provide comprehensive visibility across a desktop environment, allowing IT to optimize the health and performance of desktop services and cloud analytics. | |
| 10 | The solution should support Instant clone technology for fast provisioning whereby a booted-up parent VM can be quiesced, and "hot-cloned" to produce derivative VM's rapidly, leveraging the same disk and memory of the parent, with the clone starting in an already "booted-up" state | |
| 11 | The proposed digital workspace solution should provide inbuilt SSL | |

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| | VPN capability such that Using the gateway users should able to access virtual desktop and applications from internet or home without any third-party VPN gateways or hardware appliance. |
| 12 | The proposed digital workspace solution should support client as well as web browser-based access such as Chrome, Internet Explorer, Firefox, Microsoft Edge |
| 13 | The Proposed digital workspace solution should support any Linux or windows-based application |
| 14 | The proposed digital workspace solution should support for graphics rich apps, 2D apps and light weight 2D applications with or without having vGPU in the VMs using Microsoft RemoteFX. |
| 15 | The proposed digital workspace solution should support heavy graphics applications by utilizing vGPU on virtual machines for virtual apps or desktops (Needs PCoIP license for better display performance |
| 16 | The proposed digital workspace solution should support for secure file upload/download work flow with detailed logs. The solution should also provide the functionality of one-way file transfer, file type control and file size control. |
| 17 | The proposed digital workspace solution should support for application containerization and sandboxing for virtual apps and applications within virtual desktops, based on user and device context. |
| 18 | The proposed digital workspace solution should support for virtual IP address for each user session for pooled desktop or virtual apps users. |
| 19 | The proposed digital workspace solution should support for application isolation with efficient delivery of application. |
| 20 | The proposed digital workspace solution should have the functionality for session policies to control user experience and permissions, customizable at user, group, OU, server, VM and device level. |
| 21 | The proposed digital workspace solution should have feature for user session performance management with CPU overuse control and application resource allocation management. |
| 22 | The Solution should provide capability to deliver different versions of the application without any conflict with underlying operating system in single user's Virtual Desktop session. |
| 23 | In the use case of developer and R&D, users should have flexibility to install applications on his own and Application Management software should provide capability to capture and deliver the user installed application, data and profile irrespective of the any desktop user's login |
| 24 | The proposed digital workspace solution should have feature for user experience monitoring and management |
| 25 | The proposed digital workspace solution should have feature for self-service for user for session management. |
| 26 | Solution should provide Scale out services with a single solution that |

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| | supports virtual, physical and cloud-hosted environments. |
| 27 | The proposed digital workspace solution should have feature for driverless printing for any modern and legacy applications (pdf, text-based printer) |
| 28 | Solution should provide ability to quickly add and remove profile and personalization services. |
| 29 | The proposed digital workspace solution should have feature to support for eToken for digital certificate signing on windows or linux based virtual apps and desktops |
| 30 | The proposed digital workspace solution should support for seamless USB peripheral redirection for virtual desktops and virtual apps running on personal virtual desktops with windows 10 or Linux. |
| 31 | The Desktop virtualization remote protocol should automatically choose UDP/TCP based on Bandwidth, Packet Loss, Delay and Jitter to maintains a great user experience across a wide variety of network types, ranging from corporate LAN to public Wi-Fi and mobile networks. |
| 32 | The proposed digital workspace solution should support for enhanced USB peripheral redirection for pooled virtual desktops and virtual apps running on Microsoft RDS server. |
| 33 | The proposed digital workspace solution must have VDI client to access virtual desktops and virtual apps |
| 34 | The proposed digital workspace solution should have Workspace client for iOS & android to access virtual desktops and virtual apps. |
| 35 | The proposed digital workspace solution should have clientless access of virtual desktops and virtual apps using HTML5 supported browser. |
| 28 | The proposed digital workspace solution should support seamless file transfer, endpoint security, USB redirection and another advanced feature for clientless portal using HTML5 browser. |
| 29 | The proposed digital workspace solution has the feature of time-based access to app and resources with alert to admin for expiring the session. |
| 30 | The proposed digital workspace solution should have multiple high availability deployment support including active-passive, active-active. |
| 31 | The proposed digital workspace solution should have built-in and customizable dashboard and reports with detailed event collection, email alert and report on emails. |
| 32 | The proposed digital workspace solution should have the feature of session recording for virtual apps and desktops. |
| 33 | The proposed digital workspace solution must integrate with SIEM server and forward all the logs and events to the SIEM server. |
| 35 | End user can access the latest updated application needed without rebooting the desktop. |
| 36 | End users can save data and profile settings and the same is seamlessly available till the time user is entitled by IT. |
| 37 | End users can add their applications to Favorites, and group them |

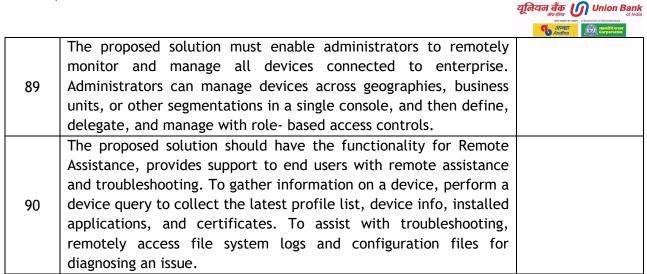| | |
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| | in categories. The new action menu allows end users to easily reset their virtual desktops as well as move subscribed applications to the top or bottom of the list, improving usability on mobile devices. |
| 38 | The digital workspace solution should be FIPS and Common Criteria Certified |
| 38 | The proposed digital workspace solution should record resource consumption at each server, session and user level and provide detailed reports. |
| 39 | The proposed digital workspace solution should have centralized web-based management and dashboard. |
| 40 | The proposed digital workspace solution must have secure remote access gateway with SPAN technology based on application tunnels to create zero trust-based access gateway and using latest TLSv1.2/1.3 protocol with latest cipher support |
| 41 | Solution must include policy based Digital Water marking solution built-in to provide protection against data theft |
| 42 | The Solution should support agentless anti-virus and malware scanning/ remediation in a large-scale virtual desktop environment without the need for agents inside every virtual desktop and should consolidate and offloads all antivirus/anti-malware operations into one centralized secured virtual appliance. |
| 43 | The proposed digital workspace solution should have the feature of reverse proxy gateway for clientless access to web applications. |
| 44 | The proposed digital workspace solution should have the feature of user authentication with active directory, LADP authentication. |
| 45 | The proposed digital workspace solution has the functionality of Multi-Factor Authentication (MFA) using OTP token (SMS, email), Mobile App Token, hardware token. |
| 46 | The proposed digital workspace solution should have the functionality of MFA using push notification to desktops. |
| 47 | The proposed digital workspace solution should have the functionality of contextual login and app access based on device identity. |
| 48 | The proposed digital workspace solution has the feature of data copy protection on endpoint machine by blocking screenshot, clipboard, screen blocker recording. |
| 49 | The proposed digital workspace solution must have the functionality of MFA connector for biometric server and 3rd party biometric (face, fingerprint) authentication server. |
| 50 | The proposed digital workspace solution must have the functionality of MFA connector with AD integrated Apps using LDAP proxy. |
| 51 | The proposed digital workspace solution must have the functionality of contextual MFA and step up authentication. |
| 52 | The solution should help to accelerate Bring your own laptop (BYOL) with Virtual desktop access with facial biometrics authentication. |
| 53 | The solution will restrict access to only authorized or approved users to virtual desktop |

| | |
|---|---|
| 54 | The solution should support anti-shoulder surfing (multiple face detection) on screen with real-time manner and take automated actions such as lock the screen. These are configurable parameters and can define exclusion for specific AD user groups. |
| 55 | The solution also detects inactivity on physical or virtual desktop and based on configured parameters, will take an action such as lock the screen. |
| 56 | The solution provides practically a zero-network overhead for Facial biometric with virtual desktop access scenarios. |
| 57 | The solution can prevent image spoofing and only allow to access application to real human face only. |
| 58 | It is the only authentication mechanism which does not require user interaction making it an ideal technique for continuous authentication. With continuous facial authentication system, it is possible to always ensure that only the authorized personnel are accessing the organization's infrastructure. |
| 59 | The proposed digital workspace solution should provide a portal where Administrators can create/modify/delete user biometric profiles. |
| 60 | The proposed digital workspace solution should maintain a database of user profiles. User Profiles can be linked and integrated to AD |
| 61 | The solution enhanced employee productivity and increased employee satisfaction by facilitating smart working |
| 62 | It provided employees with a secure access to organization VDI infrastructure by using biometrics to verify and authenticate user identity |
| 63 | The flexibility and scalability of the solution allowed organizations to swiftly scale resources up or down as per their business requirements |
| 64 | The solution provides information about the activities performed by the employee in stealth mode. |
| 65 | The solution will register attendance based on login, log off time automatically. Also mark absence if no activity detected. |
| 66 | The solution will track the time spent on each application by the employee. |
| 67 | The solution provides a detailed productivity reporting and dashboard view in daily, weekly and monthly reports on employee engagement and productivity. |
| 68 | The solution will calculate the productivity of the employee based upon the time spent on the labeled the applications as WORK, Non-WORK or Neutral to gain insights of the employee productivity at global level. |
| 69 | The solution automatically builds a dashboard or reports for global level employee productivity reports, where employee spending more time, which teams are performing well, which teams need to improve productivity. |
| 70 | The solution monitor employee's time when they are using Video conferencing and other communication tools and record that time |

| | |
|---|---|
| | as work related. |
| 71 | The proposed digital workspace solution must have the capability to deliver enterprise application catalog though SSO access from any device. |
| 72 | The proposed solution should support management of BYOD (employee-owned) and GFE (Government Furnished Equipment) devices with equal facility |
| 73 | The proposed solution should provide a web console for administration that can run on any Browser |
| 74 | The Solution should support Remote management capabilities on cloud & on-premise |
| 75 | The Solution should provide centralized/ integrated Console for Remote Management of all endpoints |
| 76 | The proposed solution should have the capability to notify employees when their screen is visible and enable them to pause a remote session for enhanced privacy |
| 77 | IT can define File Vault settings to enable devices to be encrypted |
| 78 | The Proposed solution should check device policy compliance before allowing enterprise resource access |
| 79 | The proposed solution should Support App level DLP policy |
| 80 | The Proposed solution should secure applications by Integrations with SDK |
| 81 | The Proposed Solution should secures & manage internal apps using tools like SDK/ AppConfig Community standards |
| 82 | The Proposed solution should be able to manage Chrome devices from Single Unified Management plane |
| 83 | The solution should have the remote support functionality from the same OEM as required by MDM |
| 84 | Enable users with access to any app even Windows apps in a single catalogue |
| 85 | The proposed solution should support visual privacy app for users to see what admins can access on their device |
| 86 | The Solution should have ability to automatically reconnect to user's device upon device reboot or network change |
| 87 | The Solution should have ability to deep insights into the entire digital workspace environment and automation capabilities, Digital Workspace can help raise the level of security hygiene across the organization. Quickly identify out-of-compliance devices, apply the latest security patches, and automate access control policies based on user behavior. |
| 88 | The proposed solution should be intelligence-driven with automation capabilities that help IT manage the entire digital workspace more efficiently by creating rules that take actions based on a rich set of parameters. Easily automate the deployment of applications, OS patches, and software updates, and create rules to quickly bring apps back to a stable state if they don't perform as expected. |

| 89 | The proposed solution must enable administrators to remotely monitor and manage all devices connected to enterprise. Administrators can manage devices across geographies, business units, or other segmentations in a single console, and then define, delegate, and manage with role- based access controls. | |
|---|---|---|
| 90 | The proposed solution should have the functionality for Remote Assistance, provides support to end users with remote assistance and troubleshooting. To gather information on a device, perform a device query to collect the latest profile list, device info, installed applications, and certificates. To assist with troubleshooting, remotely access file system logs and configuration files for diagnosing an issue. | |

**Name:**

**Signature:**

**Seal of company:**

## 60. Annexure F – Declaration for Compliance

All Terms and Conditions including scope of work except technical specifications

RFQ Ref. No. UBI/DIT/2022-23/01

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFQ including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

**Signature:**

**Name**

**Date**

**Seal of company:**

Technical Specification

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations

List of deviations

1) _____

2) _____

3) _____

4) _____

**Signature:**

**Name**

**Date**

**Seal of company:**

(If left blank it will be construed that there is no deviation from the specifications given above)

## 61. Annexure G - Undertaking by Bidder

**Place:**
**Date:**

To:
The General Manager,
Union Bank of India,
5th floor, Technology Centre,
1/1A, Adi Shankaracharya Marg, Opp. Powai Lake,
Powai, Andheri (East),
Mumbai-400072.

RFQ Ref. No. UBI/DIT/2022-23/01

### Undertaking (To be submitted by all Bidders' on their letter head)

We _____ (bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.

- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date

## 62. Annexure H – Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the "Agreement") entered into on this _ day of 2022, and shall be deemed to have become in full force and effect from      (the "Effective Date").

BY and between M/s._____ a company incorporated under the provisions of the Companies Act, _____ in force in India, having its registered office at _____ (hereinafter referred to as  "--------" or "Vendor" which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

AND

Union Bank of India, a corresponding new bank constituted under section 3 of Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Head office at Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400021 (hereinafter referred to as "Union Bank" or "Bank" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

---------- and the Bank shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

In this Agreement, "**Affiliate**" means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where "Control" means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

WHEREAS: -
  i.   Vendor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India & abroad.
  ii.  Union Bank has agreed to disclose, transmit, receive, and/or exchange certain "confidential information" to cover the business transaction between parties for the provision of services related to                              " ("the Purpose") as more particularly described in Purchase Order no  , issued by Union Bank in favor of M/s. ---------------------.

 NOW THIS AGREEMENT WITNESS:

## 1. Interpretation

In this Agreement "**Confidential Information**" means all information belonging to a Party that is or has been disclosed to one Party (the "Receiving Party") by the other Party (the "Disclosing Party") in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential

Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

## 2. **Confidentiality:**

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder, the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

I.  disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or

II.  use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or

III.  disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or

IV.  use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2  The Receiving Party also agrees and accepts that it may endeavor:

I.    use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;

II.   keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;

III.  limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and

IV.   upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

## 3.  Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control;  ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party;  iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

## 4.  Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party  shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

## 5.  Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

## 6. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

## 7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

## 8. No Assignment

This Agreement shall not be assigned by the successful bidder, by operation of law or otherwise, without the prior written consent of Bank. This Agreement shall inure to the benefit of and will be binding upon the parties" respective successors and permitted assigns.

## 9. Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

## 10. Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

## 11. Notices

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

## 12. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for 6 months beyond contract period of …. years. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

## 13. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Mumbai.

## 14. Indemnity

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

## 15. Modification

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

## 16. Headings

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

## 17. Review of Contract and performance

Bank shall have the right of periodical /yearly review of the performance of the successful bidder with regard to upgradation of processors, memory and storage space and maintenance support under the contract which would be basis of continuation or termination of the same. Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the bidder in order to assess the ability of the bidder to continue to meet its outsourcing/contractual obligations.

## 18. Proprietary Rights:

The entire work product mentioned in this RFQ shall be the sole and exclusive property of the Bank. The successful bidder hereby-irrevocably grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to the work product produced under RFQ contract. All information processed, stored, or transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final.

The successful bidder will ensure strict compliance of all labor laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

## 19. Counterparts

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS _____ DAY OF _____ _____ 2022

Signed and delivered by                    Signed and delivered by

M/s _____         Union Bank of India

Signed by:                                         Signed by:
Name …………….…..……….                        Name …………….…..…………….

Title ………………….………..                       Title ………………….…………..
in the presence of                                 in the presence of

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

M/s _____         Union Bank of India

Signed by:                                         Signed by:
Name …………….…..……….                        Name …………….…..…………….

Title ………………….………..                       Title ………………….…………..
in the presence of                                 in the presence of

## 63. Annexure I – Reference Site Details

Please provide following information for most relevant projects and clients in India:

Use the format below to provide information for which your firm was legally contracted for carrying out consulting assignment. Please mention more than one assignment under the same client if relevant. (Use separate sheet for each client)

| | |
|---|---|
| Name of the Bank / Financial Institution/Company (Client Name) | |
| Address of Bank / Financial Institution/Company (Client Name) | |
| Brief description of the nature of business / process handled. | |
| Contact Details (At least two contacts details of senior staff of the client are to be provided for each reference). | |
| Contact1 | |
|     Name: | |
|     Designation: | |
|     Landline No.: | |
|     Mobile No.: | |
|     E-mail id: | |
| Contact2 | |
|     Name: | |
|     Designation: | |
|     Landline No.: | |
|     Mobile No.: | |
|     E-mail id: | |
| Description of the services provided | |
| Duration of assignment including start date and end date. | |
| Approximate value of service | |

Certificate of experience/ work done/ satisfactory work completion from Senior Executive of the client to be attached regarding the successful completion. Please include client references/ commendation letters, if any.

Place:
Date:
Signature:
Name & Designation:
Business Address:

## 64. Annexure J – Pre Contract Integrity Pact

**Tender Ref. No: UBI/DIT/2022-23/01**

### INTEGRITY PACT

Whereas Union Bank of India having its registered office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai, India -400 021 acting through its ……………… Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

And

M/s_____ represented by_____ Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as "Party" or collectively as the "parties", as the context may require.

3. **Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of _____ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. **Commitments of the Buyer**

4. 1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -

(i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

(iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

## 5   Commitments of the Bidder(s) /Seller(s):

5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.

(ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

(iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

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

## 5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

## 6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

## 7. Company Code of Conduct

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

## 8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.

(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.

(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

(iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

## 9.    Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## 10.    Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded".

## 11.    Independent External Monitor(s)

11.1  The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFQ).

11.2  As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

11.3  The Bidder(s) / Seller(s) if they deem it necessary may furnish any information as relevant to their bid to the Independent External Monitors.

11.4  If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

11.5  If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

11.6  The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, Union Bank of India, Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Mumbai -21 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

## 12.    Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Mumbai, India.

## 13.    Other Legal Actions

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

## 14.    Integrity Pact Duration.

14.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months form date of placement of order / finalization of contract.

14.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, Union Bank of India.

14.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## 15 Other Provisions

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

15.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

16. This Integrity Pact is signed with Union Bank of India exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

17. The Parties here by sign this Integrity Pact at_____on _____ (Seller/Bidder) and _____on _____ (Buyer)


BUYER                                          BIDDER * /SELLER*

Signature:                                      Signature:

General Manager/Dy GM,              Authorized Signatory (*)
Union Bank of India,
……………………………. Division

Date:                                          Date:
Stamp:                                         Stamp:

Witness                                        Witness

1. _____          1. _____

   _____             _____
2._____          2. _____

   _____             _____

(*) – Authorized signatory of the company who has also signed and submitted the main bid.

## 65.  Annexure K – Letter for Refund of EMD

**LETTER FOR REFUND OF EMD**
(To be submitted by the unsuccessful bidders)

Date:

The General Manager,
Union Bank of India,
 Technology Centre,
1/1A, Adi Shankaracharya Marg, Opp. Powai Lake,
Powai, Andheri (East),
Mumbai-400072.

RFQ Ref. No. UBI/DIT/2022-23/01

We _____ (Company Name) had participated in the Request for Qualification (RFQ) for Supply, Installation, Maintenance of Hyper-Converged Infrastructure and Implementation of Private Cloud Under Rate Contract and we are an unsuccessful bidder.

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

| Sr. No. | Bidder Name | DD/BG Number | Drawn on (Bank Name | Amount (Rs) |
|---------|-------------|--------------|---------------------|-------------|
|         |             |              |                     |             |

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

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Sign

Name of the signatory

Designation

Company Seal.

## 66. Annexure L – Bid Query Format

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the queries will be entertained only in Microsoft Excel in the following format by e-mail):

Queries will not be accepted in any other format other than Microsoft Excel.

| Sl. No. | Clause no. | Page no. | Clause | Query | Bank Response |
|---------|-----------|----------|--------|-------|---------------|
|         |           |          |        |       |               |
|         |           |          |        |       |               |

Place:
Date:
Signature:
Name & Designation:
Business Address:

**67. Annexure M - Bank Guarantee for EMD**

Date:

**To**

*Union Bank of India*,
**Department of Information Technology,
1/1A, Adi Shankaracharya Marg, JVLR,
Opp. Powai Lake (Andheri East),
Powai (Andheri East), Mumbai 400072.**

RFQ Ref. No. UBI/DIT/2022-23/01

Dear Sir,

M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the Request for Qualification (RFQ) for Supply, Installation, Maintenance of Hyper-Converged Infrastructure and Implementation of Private Cloud Under Rate Contract, self and other associated Bidders and submit the proposal for the same as listed in the RFQ document.

Whereas the 'Bidder' has submitted the proposal in response to RFQ, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs.3,25,00,000.00 (Rupees Three Crore Twenty Five lac Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFQ. The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. Withdraws its bid during bid validity period
2. Refuses to honor commercial bid. Bank reserves the right to place order onto Bidder based on prices quoted by them.
3. Refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein

We undertake to pay immediately on demand, to Union Bank of India, the said amount of Rs.3,25,00,000.00 (Rupees Three Crore Twenty Five Lac Only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFQ document and we shall pay the amount on any Demand made by Union Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1) Our liability under this Bank guarantee shall not exceed Rs.3,25,00,000.00 (Rupees Three Crore Twenty Five lac Only).

2) This Bank guarantee will be valid up to _____; with a claim period of 45 days thereafter and

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

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

Signature …………………………………

Name ……………………………………
(In Block letters)
Designation ………………………………
(Staff Code No.) …………………………….

Official address:
(Bank's Common Seal)
Attorney as per power of Attorney No.
Date:
WITNESS:

1………………………………………… (Signature with Name, Designation & Address)

2………………………………………… (Signature with Name, Designation & Address)

## 68. Annexure N – Format of Performance Bank Guarantee (Covering Delivery obligations)

NOTE:

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Union Bank of India, e-Andhra Bank and e-Corporation Bank as per the following format.
2. This bank guarantee should be furnished on stamp paper value as per Stamp Act. (not less than Rs.500/-).
3. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Union Bank of India.
4. This Bank Guarantee should be furnished within 60 days from the date of purchase order or the delivery period prescribed in the purchase order whichever is earlier.
5. This Bank Guarantee should be directly sent to the Bank by the Issuing Bank under Registered Post with Acknowledge Due.

To
Union Bank of India,
5th floor, Technology Centre, Union Bank of India,
Adi Shankaracharya Marg, Opp. Powai Lake,
Powai, Andheri (East),
Mumbai-400072.

RFQ Ref. No. UBI/DIT/2022-23/01

Dear Sir,

In consideration of Union Bank of India, Technology Centre, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Andheri (East), Mumbai-400072, placing an order for Supply, Installation, Maintenance of Hyper-Converged Infrastructure and Implementation of Private Cloud Under Rate Contract& on _____ having registered office at _____ (hereinafter called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no _____ dated _____ (hereinafter called the said contract), we _____( Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at _____ presently located at _____ (hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the vendor as to the ) for Supply, Installation, Maintenance of Hyper-Converged Infrastructure and Implementation of Private Cloud Under Rate Contract as per the said contract entered into by the vendor with you.

If the said vendor fails to implement or maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we _____ (Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the

said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

We _____(Name of the Guarantor Bank), further agree that this guarantee shall continue to be valid will you unless you certify that the vendor has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee, or until _____ , whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before _____, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the vendor shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the vendor and at our discretion, provided such request is served on the bank on or before _____.

Failure on part of the vendor in this respect shall be treated as a breach committed by the vendor and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance act or omission on your part or any indulgence by you to the vendor or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the vendor, the beneficiary of this guarantees i.e. Yourself, and ourselves i.e. _____(Name of the Guarantor Bank), unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in

writing. This guarantee is non-assignable and non-transferrable.

Notwithstanding anything contained herein above:

I)      Our liability under this bank guarantee shall not exceed 10% of the TCO.

II)     This bank guarantee shall be valid up to _____.

III)    We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before _____ 12:00 hours (Indian standard time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

This guarantee deed must be returned to us upon expiration of the period of guarantee.

Signature ……………………………………

Name …………………………………….
(In Block letters)
Designation …………………………………
(Staff Code No.) …………………………..

Official address:
(Bank's Common Seal)
Attorney as per power of Attorney No.
Date:
WITNESS:
1……………………………………… (Signature with Name, Designation & Address)

2……………………………………… (Signature with Name, Designation & Address)

## 69. Annexure O – Know Your Employee (KYE) Clause

(Bidder has to submit Undertaking on company letter head as per format given below).

RFQ Ref. No. UBI/DIT/2022-23/01

1. We _____ (name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for _____ (Name of the RFQ) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non compliance of KYE and of misconduct of the employee deployed by us to the Bank.

3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, credit history report, character certificate, ID card copy, Educational document, etc) to Bank before deploying officials in Bank premises for _____ (Name of the RFQ)."

Signature of Competent Authority with company seal _____
Name of Competent Authority _____
Company / Organization _____
Designation within Company / Organization_____
Date _____

Name of Authorized Representative _____
Designation of Authorized Representative_____
Signature of Authorized Representative _____
Verified above signature
Signature of Competent Authority_____
Date _____

## 70.  Annexure P - Undertaking of Information Security

(*This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement*)

Place:
Date:

To:
The General Manager,
Union Bank of India,
5th floor, Technology Centre,
1/1A, Adi Shankaracharya Marg, Opp. Powai Lake,
Powai, Andheri (East),
Mumbai-400072.

RFQ Ref. No. UBI/DIT/2022-23/01

Sir,

**Subject: Request for Qualification (RFQ) for Supply, Installation, Maintenance of Hyper-Converged Infrastructure and Implementation for expansion of Private Cloud Under Rate Contract.**

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #

## 71. Annexure Q – Certificate for Waiver for MSME/NSIC Firms

### (in Letter head of Chartered Accountant)

**Date:**

RFQ Ref. No. UBI/DIT/2022-23/01

### TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. _____, having registered office at _____has made an original investment of Rs._____/- in _____, as per Audited Balance Sheet as on 31.03.2021/31.03.2022. Further we certify that the Company is classified under SME as per MSME Act 2006.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name

Signature
Name
Reg.No

Firm
Seal

VID No.

## 72. Annexure R - Certificate of Local Content

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.)

Date:

To,
The General Manager,
Union Bank of India,
5th floor, Technology Centre,
1/1A, Adi Shankaracharya Marg, Opp. Powai Lake,
Powai, Andheri (East),
Mumbai-400072.

Dear Sir,

**Ref.: RFQ No.:** UBI/DIT/2022-23/01

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

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020.

**Signature of Statutory Auditor/
Cost Auditor**
Registration Number:
Seal

**Counter-signed:**

**Bidder**                    **OEM**

## 73. Annexure S - Undertaking of Authenticity for Hardware

To                                                                                          Date:

Union Bank of India,
Department of Information Technology,
1/1A, Adi Shankaracharya Marg, JVLR,
Opp. Powai Lake (Andheri East),
Powai (Andheri East), Mumbai 400072.

**Sub: RFQ for Supply, Installation, Maintenance of Hyper-Converged Infrastructure and Implementation for expansion of Private Cloud Under Rate Contract**

Ref:   Your RFQ Ref. No. UBI/DIT/2022-23/01

Dear Sir,

With reference to the Computer Hardware being supplied / quoted to you vide our invoice no. / quotation no. / order no. cited above-------

We hereby undertake that all the components/parts/assembly/software used in the implementation of cloud shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / Parts / Assembly / pirated software are being used or shall be used.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery / installation. It will be our responsibility to produce such letters from our OEM Supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for Hardware / Software already billed, we agree to take back the Hardware without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Authorized Signatory

Name:

Designation:

## 74. Annexure T - Bid Security Declaration

To

Union Bank of India
Department of Information Technology,
1/1A, Technology Centre,
Adi Shankaracharya Marg,
Powai, Andheri (East),
Mumbai-400072

RFQ Ref No. UBI/DIT/2022-23/01

Dear Sir,

**Subject: Request for Qualification (RFQ) for Supply, Installation, Configuration, Implementation & Support of Hyper-Converged Infrastructure and Software Solution for Expansion of Bank's On-Premises Private Cloud under Rate Contract.**

We _____ (bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following:

1. If the bid submitted by us is withdrawn/modified during the period of bid validity.
2. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract.
3. In case of we becoming successful bidder and if:
   a) we fail to execute Contract within the stipulated time.
   b) we fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFQ document.

Yours faithfully,

Date:

For _____

Signature _____

Name _____

Authorized Signatories
(Name & Designation, seal of the firm)

**75. Annexure U – Undertaking for Agreement with VMware**

To

Union Bank of India
Department of Information Technology,
1/1A, Technology Centre,
Adi Shankaracharya Marg,
Powai, Andheri (East),
Mumbai-400072

RFQ Ref No. UBI/DIT/2022-23/01

Dear Sir,

**Subject: Request for Qualification (RFQ) for Supply, Installation, Configuration, Implementation & Support of Hyper-Converged Infrastructure and Software Solution for Expansion of Bank's On-Premises Private Cloud under Rate Contract.**

We _____ (bidder name), hereby undertake that if we are selected as successful bidder, we will enter into agreement with VMware for supply of RE resources to the Bank for a period of at least 5 years and submit a signed copy of agreement with the Bank.

<div align="right">

Yours faithfully,

For _____

Signature _____

Name _____

Authorized Signatories
(Name & Designation, seal of the firm)

</div>

Date:

Countersigned by OEM, VMware

<div align="right">

Signature _____

Name _____

Authorized Signatories
(Name & Designation, seal of the firm)

</div>