



**International Institute of
Information Technology
Bangalore**
(Formerly Indian Institute of Information Technology)

REQUEST FOR PROPOSAL (RFP)

FOR

Data Lake Implementation

RFP no. IITB/CODR/22/1

International Institute of Information Technology Bangalore,
26/C, Electronics City Phase 1, Hosur Road,
Bengaluru, Karnataka – 560 100

This document is the property of the International Institute of Information Technology, Bangalore(IITB). It may not be copied, distributed, or recorded on any medium, electronic or otherwise, without IITB's written permission. Use of contents given in this document, even by the authorized personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under Indian law.

SER	TABLE OF CONTENTS	PAGE NUMBER
1.	Bid Details	06
2.	Invitation to Bid	07
3.	Introduction	08
	3.1 Overview	08
	3.2 Purpose	09
4.	Eligibility and technical criteria	09
5.	Instructions for response to RFP	12
	5.1 Disclaimer	12
	5.2 Understanding RFP requirements	13
	5.3 Executive summary of the bidder's response	14
	5.4 Earnest Money Deposit (EMD)	14
	5.5 Performance bank guarantee	15
	5.6 Others	15
6.	Detailed scope of Data Lake solution	16
	6.1 Primary Purpose of Yojane PSS	16
	6.2 End-user Community	16
	6.3 Data Space	17
	6.4 Data Lake	17
	6.5 Statement of Work	17
	6.6 Deliverables	18
7.	Bidding document	18
	7.1 Cost of Bidding	18
	7.2 Clarification and amendments of bidding document	19
	7.3 Contents of Bid document	20
	7.4 Bidding process	21
	7.5 Bid preparation and submission	21
	7.6 Bid currency	23
	7.7 Bid Prices	23
	7.8 Revealing of Prices	23
	7.9 Pre-bid Meeting	23
	7.10 Validity of bids	24
	7.11 Late submission of bids	24
	7.12 Bid Integrity	24
	7.13 Format and Signing of Bid	24
	7.14 Deadline for Submission of Bids	24
	7.15 Modification and withdrawal of bids	25
8.	Opening and evaluation of bids	25
	8.1 Opening of bids	25
	8.2 Objective of the Evaluation process	25
	8.3 Phase 1: Eligibility criteria Evaluation	27
	8.4 Phase 2: Technical Evaluation	27
	8.5 Phase 3: Commercial Evaluation	28
	8.6 Contacting the Institute	29
	8.7 Award and signing of contract	29
9.	Payment Terms	30
	9.1 Data Lake Software and Implementation	30
	9.2 Training Costs	31

	9.3 Other Payment Terms	31
10.	Terms & Conditions	32
	10.1 Subcontracting	32
	10.2 Patent Rights	32
	10.3 Power to Vary or Omit work	33
	10.4 No Waiver of Institute's rights or successful bidder's liability	34
	10.5 Change in order	34
	10.6 Contract Amendment	34
	10.7 Inspection, Quality control, and audit	34
	10.8 Cancellation of contract	36
	10.9 Institute's right to accept any bid and to reject any or all bids	36
	10.10 Country of origin and eligibility of Goods and services	36
	10.11 Delivery, Installation, commissioning and documentation	36
	10.12 Services	38
	10.13 Warranty and Annual maintenance contract	39
	10.14 Compliance with IS security policy	41
	10.15 Penalty and SLAs	41
	10.16 Right to verification	41
	10.17 Purchase price	41
	10.18 Insurance	42
	10.19 Validity of agreement	42
	10.20 Limitation of Liability	43
	10.21 Confidentiality	43
	10.22 Delay in vendor performance in successful implementation of the project	43
	10.23 Vendor's obligations	44
	10.24 Technical documentation	44
	10.25 Training	45
	10.26 Source Code	45
	10.27 Liquidated damages	45
	10.28 Conflict of interest	46
	10.29 Fraud and corrupt practice	46
	10.30 Termination for default	47
	10.31 Force Majeure	47
	10.32 Termination of Insolvency	48
	10.33 Termination of Convenience	48
	10.34 Disputes and Arbitration (Application in case of the selected bidder)	48
	10.35 Governing laws and disputes (Applicable in case of successful bidder)	48
	10.36 Governing languages	49
	10.37 Governing law- applicable law	49
	10.38 Notices	49
	10.39 Taxes and duties	49
	10.40 Tax deduction at source	50
	10.41 Right to use defective products	50
	10.42 Tender fee	50
	10.43 Terms and conditions	50
11.	Annexures (Additional after main document)	55-86

Acronyms and Definitions

<i>As used in the Document</i>	<i>Description</i>
<i>AMC</i>	<i>Annual Maintenance Contract</i>
<i>ATS</i>	<i>Annual Technical Support</i>
<i>BID</i>	<i>The Bidder's written reply or submission in response to this RFP.</i>
<i>Bidder</i>	<i>Vendor/ OEM/ Applicant// Bidder/ Service Provider – An eligible entity/firm submitting a Proposal/Bid in response to this RFP.</i>
<i>BG</i>	<i>Institute Guarantee</i>
<i>Business units</i>	<i>Branches, Extension Counters, Service Units, Corporate Offices, Head Offices, Zonal Offices, Regional Offices, Other Back Offices/ Offices and any new branches/offices</i>
<i>CV</i>	<i>Curriculum Vitae</i>
<i>DC</i>	<i>Data Centre</i>
<i>DR</i>	<i>Disaster Recovery Centre</i>
<i>EMD</i>	<i>Earnest Money Deposit</i>
<i>FM</i>	<i>Facilities Management</i>
<i>ITB</i>	<i>Instructions to the Bidder</i>
<i>MAF</i>	<i>Manufacturers' Authorization Form</i>
<i>NDA</i>	<i>Non – Disclosure Agreement</i>
<i>OEM</i>	<i>Original Equipment Manufacturer</i>
<i>Project</i>	<i>The Bidders' delivery of the services, deliverables, supply, installation, testing and commissioning, integration of computer hardware and services with support under Warranty and annual maintenance contract, if required for the contract period.</i>
<i>Project Cost</i>	<i>Project cost would be initial cost/ onetime cost/ fees / development Cost/ installation cost/ commissioning cost/ integration cost with existing systems/ customization cost/ training cost / technical assistance</i>
<i>Project Team</i>	<i>The set of persons who will be deployed by the Bidder for the implementation of this project including those whose details will be provided by the Bidder as experts in Annexure 17.</i>
<i>Project Site</i>	<i>Locations where supply and services as desired in this RFP document are to be provided.</i>
<i>Proposal</i>	<i>The Bidder's written reply or submission in response to this RFP.</i>
<i>RFP</i>	<i>Request for Proposal</i>
<i>RPO</i>	<i>Recovery Point Objective</i>
<i>RTO</i>	<i>Recovery Time Objective</i>
<i>Solutions/Services/work/ System</i>	<i>"Solution" or "Services" or "Work" or "System" or "IT System" means all services, scope of work and deliverable to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications,</i>

	<i>auditing, maintenance and other obligation of the Supplier covered under the RFP.</i>
<i>Proposal</i>	<i>The Bidder's written</i>
<i>Servicer</i>	<i>Any person engaged by the product owner to service the customer complaints, feedback, etc.</i>
<i>SLA</i>	<i>Service Level Agreement</i>
<i>The Contract Price/Project Cost</i>	<i>Price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.</i>
<i>The Equipment/Product</i>	<i>All the hardware, it's all components, associated software/firmware/operating software which the Vendor is required to supply to the Institute under the Contract.</i>
<i>The Services</i>	<i>Services ancillary to the supply of the equipment/product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract.</i>
<i>Vendor/Service Provider</i>	<i>Successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical bid has been accepted and whose price as per the commercial bid/reverse auction to be conducted is the lowest and to whom notification of award has been given by Institute.</i>

1. Bid Details

Ser	Details	Remarks
1.	Date of commencement of Bidding Process (Posting of Tender Document on WebSite / Publication of Tender)	Date: 25/07/2022 Time: 1700 hrs
2.	Last date and time for downloading Bidding Documents	Date: 04/08/2022 Time: 1700 hrs
3.	Last date and time for receipt of written queries for clarification from bidders	Date: 02/08/2022 Time: 1700 hrs
4.	Pre-Bid Meeting – Date: Place of Meeting	Date: 03/08/2022 Time: 15:00 Hrs IIIT Bangalore 26/C, Electronics City Phase 1, Hosur Road, Bengaluru, Karnataka – 560 100
5.	Last Date and Time for Bid Submission	08/08/2022 Time: 15:00 hrs
6.	Date and Time of Technical Bid Opening	08/08/2022 Time: 15:30 hrs
7.	Place of opening of Bids	Date:08/08/2022 Time: 15:30 Hrs IIIT Bangalore 26/C, Electronics City Phase 1, Hosur Road, Bengaluru, Karnataka – 560 100
8.	Address for submission of hardcopy of RFP	CAO IIIT Bangalore 26/C, Electronics City Phase 1, Hosur Road, Bengaluru, Karnataka – 560 100
9.	Email ID for submission of softcopy of pre-bid queries/comments onRFP/RFP response document	sri@iiitb.ac.in alternate id: sridhar.mandyamk@iiitb.ac.in registrar@iiitb.ac.in
10.	Earnest Money Deposit	Rs. 50,000 in the form of Demand Draft in favor of “ International Institute of Information Technology Bangalore ” payable at Bangalore. EMD should be enclosed with Technical Bid.
11.	Tender fee	Rs 10,000 (Non-refundable) in the form of Demand Draft in favor of “ International Institute of Information Technology Bangalore ” payable at Bangalore. Tender fee should be enclosed with Technical Bid.
12.	Bidder Contact Details	Bidder to Provide the following information: 1. Name of the Company. 2. Contact Person.

		3.Mailing address with Pin Code. 4. Telephone number and Fax Number 5. Mobile Number 6. e-mail
13.	Date of Commercial Bid Opening or Date of Online Reverse Auction	Date: 11/08/2022 Time : 1500 hrs (tentative) Time or On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. Representatives of Bidder may be present during opening of Indicative Commercial Bid. However, Bids would be opened even in the absence of any or all of the bidder's representatives

2. Invitation to bid

- a. International Institute of Information Technology Bangalore** (herein after referred to as '**IIITB/the institute**') is having its premises at 26/C, Electronics City Phase 1, Hosur Road, Bengaluru – 560100. This Request for Proposal (RFP) has been issued by the institute for Data Lake Implementation.
- b.** In order to meet the IT hardware and software requirement, the institute proposes to invite tenders from eligible vendors to undertake supply, installation, testing, commissioning and maintenance of IT hardware and software (includes development and customization) as per details mentioned in **Scope of work, Annexure-3 & Annexure-4** of this RFP document.
- c.** Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Section 4** of this RFP and willing to provide the goods and services as required in this bidding document. The interested bidders who agree to all the terms and conditions contained in this document may submit their bids with the information desired in this bidding document (Request for Proposal).
- d.** Address for submission of bids, contact details including an email address for sending communications are given in given below:

International Institute of Information Technology Bangalore (IIITB),
26/C, Electronics City Phase-1,
Hosur Road,
Bangalore – 560 100
Email: datalake@iiitb.ac.in

- e.** The purpose of institute behind this RFP is to seek a detailed technical and commercial proposal for procurement of the IT hardware/product and services desired in this

document. The proposed product must integrate with Women and Child Care (WCD) and Rural Development and Panchayat Raj (RDPR) existing infrastructure seamlessly.

- f. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- g. Interested bidders are advised to go through the entire document before submission of bids to avoid any chance of elimination. The eligible bidders desirous of taking up the project for Institute are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at IIITB's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide IIITB the proposed hardware, software and services adhering to institute's requirements outlined in this RFP.
- h. Bidders desirous of taking up the project for supply of above solution for institute are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP are independent of any RFP evaluation process and subsequent selection of the successful Bidder will be entirely at institute's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise on requisite solution, adhering to IIITB's requirement outlined in this RFP.
- i. This RFP is not an offer by International Institute of Information Technology, Bangalore, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of IIITB with a selected Bidder.

3. Introduction

3.1. Overview

The International Institute of Information Technology Bangalore, a Deemed University, popularly known as IIIT-B, was established in 1999 with a vision to contribute to the IT world by focusing on education & research and entrepreneurship & innovation. The Institute is a registered not-for-profit society funded jointly by the Government of Karnataka and the IT industry. Since its inception, IIIT-B, with its unique model of education, research and industry interaction, has grown in stature to become an institution of considerable repute in academic as well as corporate circles. The Institute works in partnership with the corporate sector, while retaining the freedom of an academic institution. It is inspired by other renowned institutions, and also strives to emulate an academic culture that is on par with the best international institutions.

3.2. Purpose

Planning, as a function in GoK, plays a significant role in ensuring optimized allocation of resources and in ensuring resources reach the right objectives at the right time. Given the huge scale of GoK and the planning activities, the Department of Planning, Monitoring and Statistics as a nodal agency of the GoK for policy formulation and analysis, recognizes that it is imperative to make the planning activities data and evidence driven, leading to scientific formulation and evaluation of public policies in the interest of common good, and for the achievement of Sustainable Development Goals (SDGs) set by the government from time-to-time.

The essential elements for creating such an IT infrastructure are a Big Data Lake which can acquire, ingest and store data which may be available with the arms of the government in silos, and then process such data using modern analytics so as to support the design and evaluation of public policies and their instruments.

The IIIT Bangalore has been researching and developing a host of analytical methodologies for policy support and analysis, which may be integrated with rich data resources and visualization tools to meet these goals.

To this end, this RFP seeks participation of a commercial data analytics vendor who will partner IIITB by developing software to acquire, ingest, process and store diverse data in a Data Lake, and set up a data analysis and Policy Support System using methods developed by IIIT-B, as well as other proven methods drawn from AI/ML/Statistics, as a Proof-of-Concept demonstration of the ability for such platforms to formulate and analyze alternative public policy initiatives for achieving SDGs and such other governmental goals.

This RFP from prospective vendors of data analytics software services to offer software development, deployment and technical support services to IIIT Bangalore towards the design, development, implementation, and deployment of the Proof-of-Concept (PoC) of a data-driven, analytics-enabled Policy Support System (PSS), tentatively named Yojane for the purpose of this document, for evaluation by the Department of Planning, Programme Monitoring and Statistics (DPPMS), Government of Karnataka (GoK).

Bidders interested in participating in this offer are required to respond to this document in detail and communicate their eligibility, technical qualification and product specification information. The same will be used in evaluating bidders' responses based on which final Bidder will be selected.

4. Eligibility and technical criteria

Prime Bidders need to comply with all the eligibility criteria mentioned in this section. Non-compliance by the bidders to any of these criteria shall result in an outright rejection of the Bidder's proposal. The Prime Bidder is expected to provide proof for each of the points for eligibility evaluation.

- The Minimum Eligibility Criteria will have to be met by Prime Bidder and/or Consulting Partner.
- Prime Bidders, who are interested in providing services as briefly explained above and meeting the following Eligibility Criteria may respond to this RFP.
- Photocopies of relevant documents / certificates, duly stamped and signed must be submitted as proof in support of the claims made. At relevant clauses, Copy of the Credential Letter or Copy of Purchase order or Email Confirmation from the client's executive or an Undertaking from the bidder on the bidder's letterhead confirming the implementation along with the contact details of client's representative will be accepted by the Institute.
- Bidders have to submit Bill of Material (BOM) and Compliances as given in **Annexure-2** of this document.

Ser	Eligibility Cirteria	Document Required
1.	The Prime Bidder must be a company / partnership firm incorporated in India and operating for atleast 5 years as on the date of RFP	Copy of Certificate of Incorporation and Certificate of commencement of Business (in case of Public Ltd Company) issued by the Registrar of Companies/partnership deed.
2.	The Prime Bidder should have a minimum turnover of INR 5 Crore in each of the last 3 Financial year (i.e. FY 2019-20, 2020-21, 2021-22)	Audited Financial Statements (and Annual Reports, if applicable) for relevant years are to be furnished (or) CA certificate with regard to turnover is required to be submitted by the Prime Bidder
3.	The Prime Bidder must have a positive net worth in any two of the last 3 financial years (i.e. FY 2019-20, 2020- 21, 2021-22)	Audited Financial Statements (and Annual Reports, if applicable) for relevant years are to be furnished or CA Certificate with regard to positive net worth to be submitted by the Prime Bidder
4.	The Prime Bidder should have made profit (Operating Profit) in any two of the past 3 financial years (i.e. FY 2019-20, 2020- 21, 2021-22)	Audited Financial Statements (and Annual Reports, if applicable) for relevant years are to be furnished or CA Certificate with regard to profit to be submitted by the Prime bidder
5.	The Prime Bidder should have at least 50 SME resources on its rolls across areas like Analytics, Data Sciences and Data warehouse / Data Lake Implementation.	Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.
6.	The Prime Bidder should not have been blacklisted by any PSU/GOI Department as on date of sub mission of bid.	An Undertaking letter to be closed by the Bidder clearly stating that they are not been banned by any PSU / GOI Departments as on date of submission of bid.
7.	The Prime Bidder should have implemented a Data Lake meeting the below-mentioned criteria in India or abroad, which has a minimum Business turnover/ Business Mix (Advances + Deposits) of INR 1 crore. Minimum Criteria: - 2 TB data stored - Daily data ingest of minimum 50 GB - Real-time /structured / unstructured data ingestion implemented	Copy of the Credential Letter or Copy of Purchase order or Email Confirmation from the client's executive or an Undertaking from the bidder on the bidder's letter head confirming the implementation along with the contact details of client's representative.

	- Size of the cluster between 10 to 50 Nodes.	
8.	Should have done implementation of some Big Data Analytics use cases with a Institute/ Payment Service Provider/ Insurance/ Telecom sector in India or abroad across areas like the following: <ul style="list-style-type: none"> - Customer behaviour analytics - Default/ Delinquency analysis - Churn analysis - Unstructured data analytics - Real time data analytics - Fraud detection - Cross Sell - Risk based Pricing - Pricing Analytics 	Copy of the Credential Letter or Copy of Purchase order or Email Confirmation from the client's executive or an Undertaking from the bidder on the bidder's letter head confirming the implementation along with the contact details of client's representative
9.	Should have at least 10 data scientists, 10 data modeler and 10 Big Data ETL/ELT developers across the organization	Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder, along with the profiles of the data scientists, data modeller and ETL/ELT developer.
10.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in the past should be provided. Start and End Date of the Project to be mentioned. At least one client reference is required.	1.
11.	Deployment Methodologies (Improper or insufficient methodologies could result in disqualification at the sole discretion of the Institute)	Documents on deployment framework, tools, templates & utilities to be provided.
12.	Past/present litigations, disputes, if any. Adverse litigations could result in disqualification, at the sole discretion of the Institute.	Brief details of litigations, disputes, if any, are to be given on Company's letter head.
13.	Bidder should have been in BDL /Data lake operation for minimum 3 years	Length of existence of bidder should be mentioned.
14.	The bidder should agree clauses of Service Level Agreement (format placed at Annexure-16), should they become LI/TC1 in the reverse auction to execute a contract with the Institute.	Bidder should specifically confirm on their letter head in this regard.
15.	The bidder should not have any Service Level Agreement pending to be signed with the Institute for more than 6 months from the date of issue of a purchase order issued by any other department as on the date of bid submission. [No change/ addition or deletion to be made by the bidder to any of the clauses.]	Bidder should specifically confirm on their letter head in this regard.
16.	Primary bidder should have at least 25% of the implementation team on his roles. For the remaining team, there can be an	Bidder should specifically confirm on their letter head in this regard.

	arrangement between the primary bidder and Consulting Partner, and optionally one Big Data hardware/ software vendor.	
--	---	--

- Prime Bidder shall submit a self-declaration of implementation details (for all the credentials submitted) on Prime Bidder letterhead.
- Telephonic confirmation from the clients shall be obtained during eligibility criteria evaluation. Once the credential is verified and found fit for evaluation, a detailed site visit during technical evaluation phase may be conducted by the Institute’s Evaluation Committee. The Prime Bidder is required to arrange for the telephonic call, site visit and any other interaction as required by the Evaluation Committee.
- Prime Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. The Institute reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of the Institute in this regard shall be final, conclusive and binding upon the Bidder.
- Institute will enter into agreement with the Prime Bidder, though the Tender conditions are also applicable to other members as per Tender terms.
- The prime Bidder and the consulting partner should meet all the eligibility conditions mentioned above to qualify for the technical evaluation.
- Each Prime bidder should submit only one bid. In case, it is observed that Prime Bidder has submitted more than one bid, all such bids submitted by Prime Bidder will be summarily rejected.
- There will be no scoring involved in the Eligibility Bid evaluation.
- The decision of the Institute would be final and binding on all the bidders to this document. The Institute may accept or reject an offer without assigning any reason whatsoever.
- The EMD DD or Institute Guarantee of the non-qualified Bidder(s) will be returned post completion of Phase-1 evaluation.
- The technical and commercial bid documents of the non-qualified Bidder(s) will be retained by the Institute.
- Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

5. Instructions for Response to RFP

5.1. Disclaimer

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of the Institute (IIITB), is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by IIITB, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process

unless and until a formal contract is signed and executed by duly authorized official(s) of IIITB with the selected Bidder.

- iii.** The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Institute (IIITB) may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv.** The Institute (IIITB), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v.** The Institute (IIITB) also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi.** The issue of this RFP does not imply that the Institute(IIITB) is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Institute(IIITB) reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- vii.** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- viii.** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Institute or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Institute(IIITB) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
- ix.** It is to be noted that no changes shall be accepted in the Terms and Conditions and Model SLAs (Annexure 16) of the Institute.

5.2. Understanding RFP requirements

Bidders before submission of response must carefully go through the entire RFP document and understand the project scope, requirements, terms and conditions and other information furnished in the RFP. Failing to furnish all the information required as per the

RFP or submission of incomplete or conditional response to RFP will be at the risk of the bidder and such bids are liable to be rejected.

The Bidders can submit only one bid. Each Bidder can propose only one set of Data Lake Solution.

The Bidders must propose industry standard tools/applications/products for all the areas of the DATA LAKE SOLUTION, that have been implemented in large organizations and which are compatible with the DATA LAKE SOLUTION as a whole.

5.3. Executive Summary of the Bidders' Response

The bidder must furnish synopsis of their responses to the RFP in the Executive Summary, not exceeding 06 pages. The bidder must give a brief write up relating to their capability, past experience as well as those of other consortium member's OEMs in implementing a Data Lake Solution.

The Data Lake Solution is defined as the entire solution for end to end implementation of a Data Lake that includes the layers of Data Ingestion, DataStorage, Data Discovery, Data Access, and Analytics.

Before proposing the Data Lake Solution, the Bidder is expected to go through the business requirements in detail, understand them and suggest a solution which delivers the data requirements as needed by the Planning Department within the time frame stipulated by the Institute. The Bidder must define suitable architecture of the Data Lake Solution in line with the requirements as per Section 4 factoring all the business, functional and technical requirements. The bidder must also suggest proper and optimal solutions for software, data model, data ingestion components, data stores, data analytics, data quality, master data management (MDM) within the Data Lake, metadata management, data access, data classification & encryption, integration with existing data warehouse, methodology for capturing data warehouse changes in data lake on real time basis, backup and recovery, etc.

The Bidder must propose technical architecture of the Data Lake solution which is in tune with the data requirements of the Planning department of GoK.

5.4. Earnest Money Deposit (EMD)

Bidder to submit the EMD of Rs. 50,000/- (Rupees fifty thousand Only) as Bid Security in the form of Demand Order in favour of International Institute of Information Technology, Bangalore, payable at Bangalore.

The Demand Order will be valid for period of 180 (one hundred eighty) days initially, and such other extended period in the future, as Institute may decide for, owing to extension of the RFP selection process

The Bank Guarantee should be issued by any scheduled commercial Bank. A format for BG is attached as per Annexure-11.

EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful Bidder fails to sign the contract in accordance with the terms & conditions and

other requirements specified in RFP or any act of Bidder not in line with contract obligations.

EMD (Demand Draft/ Institute Guarantee) should be kept in the envelope containing technical bid. Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected.

The EMD of the unsuccessful bidders will be returned as early as possible. Successful Bidder's EMD will be returned upon the Bidder signing the contract and submitting the required Performance Institute Guarantee.

No interest is payable on the amount of EMD.

5.5. Performance bank Guarantee

The selected bidder would be required to submit a performance Institute Guarantee to the Institute for an amount equivalent to 10% of order value within 15 days of purchase order issue date. The Institute guarantee will be valid for period of 3 years and such other extended period as the Institute may decide for due performance of the project obligations.

The Bank guarantee should be issued by any scheduled commercial Bank. A format for BG is attached as per Annexure-10.

*(*PBG for service contract or work contracts shall be maximum of @20% i.e. 20% max for the amount of warranty obligation or AMC obligations or value of Services contract)*

The Performance bank Guarantee is required to protect the interest of purchaser against the risk of non-performance of the successful bidder in respect of successful implementation of the project which may warrant the invoking of Bank Guarantee (BG), also if any act of the supplier results in imposition of Liquidated Damages then the purchaser reserves the right to invoke the submitted Performance Institute Guarantee.

5.6. Others

The Bidder must also give brief description of the following:

1. The proposed implementation methodology in the phases defined for carrying out and for completion of the project as per the time schedule given in the document.
2. Bidder's plan and methodology on extending post implementation maintenance and support for the project during the contract period. Bidder should give the details of the resources (quantity, quality and experience) which they shall deploy at the site and support the Planning Department, GoK shall get under AMC and ATS. These resources should have minimum experience of 3 years each.
3. The Bidder must use Institute's independent testing agency, along with details of number, quality and experience of resources as part of the Data Lake Solution offer for assisting the Institute in testing of the base version, developments, data migration assurance and other releases for production. Institute reserves the right to select the proposed agency for testing.
4. Training: The bidder must give a training schedule and furnish training facilities and trainers credentials.

5. The Bidder must indicate in the Executive summary the total development time that includes studying of the source systems, understanding source data formats, data profiling, data cleansing, unit testing, system testing, placing into production and documentation.
6. The Bidder will be the single point of contact/reference to the Institute. The Institute will enter into agreement with the selected Bidder only. However, the Bidder as well as other partners must confirm to the Institute that they are willing to enter into back to back agreement that is in conformity with the deliverables and other service/uptime commitments the bidder makes to the Institute in its response to the RFP. If requested, the Bidder must share a copy of these back to back agreements with the Institute. Bidders have to confirm the same as per **Annexure 1** – Bid Covering Letter.
7. The Bidder must furnish the details of the other partners; with whom he proposes to join to undertake the Data Lake Solution implementation in the Institute. The Bidder against the name of such partners must also furnish the details of the products/services such OEMs/SMEs/Other Consortium partners will offer as per **Annexure 6** - Bidder Details
8. The resources to be deployed by the Bidder & its Partners must also have experience in studying existing databases and in gathering the requirements and in supply/installation/integration/implementation of the solution including the design and construction of the Data Lake Solution suitable to the Planning Department, GoK.
9. The Bidder is expected to deliver the Data Lake Solution as per the intent of the RFP.
10. The bidder should ensure involvement of global resources who have executed the project are a part of the team. The Institute will not accept bids where credentials for the purpose of eligibility and technical scoring are proposed on global firms but teams / resources are all local. The bidder will have to have the global resources on board.
11. The bidder if not a consulting firm has to tie up with a reputed global consulting organization for the purpose of the bid and the consultant will be required to be associated with the Institute throughout the life cycle of the project in terms of defining the strategy, use cases, data scientists, implementation and support.
12. Number of minimum vendor personnel to be employed in DATA LAKE needs to be defined. However additional resources may be employed on T&M basis to cater any additional requirements of Data Lake e.g. addition/modification of new/existing data sources, implementation of new use cases etc. Cost terms for such T&M resources should be fixed at the time of Proposal submission, and should hold good throughout the engagement period.
13. The proposed Data Lake solution is required to be scalable. For hardware & software components to be added to scale the Data Lake (for example, to enhance storage or computation), the Bidder must submit along with this proposal the minimum configuration and unambiguous cost terms, which should hold good throughout the engagement period. The Bidder will be responsible for all hardware/ software/ utilities/ tools/ solutions/ operating processes compatibility issues, and for ensuring that the overall system runs as expected throughout the engagement period.

6. Detailed Scope of the Data Lake Solution

6.1 Primary Purpose of Yojane PSS

The DPPMS of the GoK is evaluating the possibility of employing a new generation of analytics and AI-driven methodologies and tools to perform public policy design, and assessment of implementation of such policy instruments, so that policy decisions are based on facts on the ground, account for reasonable levels of uncertainties, and benefit diverse sections of society in the best possible manner, and in a timely fashion.

6.2 End-User Community

The End-User community will comprise trained personnel from DPPMS, and those sponsored by DPPMS, who will need to understand how to use the PoC of Yojane PSS. This community is expected to have both policy researchers who are familiar with analytics methods, including statistics and AI; and also senior administrators for the Yojane will need to abstract away technical/mathematical jargon to the extent possible, presenting policy analysis tasks in a simpler “what if” language.

6.3 Data Space

In order to perform data-driven, evidence-based policy formulation and analysis of alternative implementation scenarios relevant to SDGs 2 through 5¹, DPPMS has been putting in place, from time-to-time, initiatives to acquire, collate and curate field and other data by various departmental arms of the government, and make them available as centralized repositories. Some of these initiatives include Karnataka Open Data Initiative (KODI)², etc.

6.4 Data Lake

For the purpose of implementation of these models, it is necessary to build a Data Lake which has capabilities for data ingestion from remote data resources, performing basic ETL, cleaning, imputation and data integrity checks etc.

The vendor is expected to design, develop and support the Data Lake environment, and for deploying and managing the data lake and master data architectures complying with specifications as suggested by the IITB technical committee to enable information transparency and data quality across systems. The vendor must have demonstrated experience with agile project delivery of modern Data Lakes to support Business Intelligence, Data Integrations with increasing responsibility/breadth over time.

6.5 Statement of Work

1. Architect, design and build Data Lake infrastructure platform, primarily based on AWS or hybrid cloud infrastructure, ensuring that the infrastructure is highly-available and secure.
2. Establishing enterprise-scale data governance models including data versioning, defining data models, and building the enterprise data lake strategy.
3. Authoring workflows as Directed Acyclic Graphs (DAGs) of tasks.
4. Analyze and document source-to-target data mappings.
5. Performance tuning of the DAGs and task implementation.

¹ <https://sustainabledevelopment.un.org/topics/sustainabledevelopmentgoals>

² <https://ceg.karnataka.gov.in/ksdc/public/english>

6. Adapt to refining requirements like new query patterns, and choose the right tools and technologies like NoSQL, RDBMS, Streaming Systems, Data Lake and Data Warehouse.
7. Build scalable data models to support enterprise-level reporting/analytics.
8. Develop query end-points and enable secured access to data.
9. The vendor shall comply with any protocols for storage and secure access to all data and results as prescribed by GoK during the course of the project including subsequent uses.
10. The tools and technologies (specifically cloud services) employed in this project conforming to the needs and suggestions of the technical committee overseeing the execution of this project.
11. The results and the analytical output generated by this project shall conform to the formats and presentation styles and visualization schemes as determined by the committee.
12. The methods and tools employed for analytics over the ingested data shall include but are not restricted to Bayesian networks or any other AI/ML statistical methods as determined by the committee.
13. The scope of this project shall cover technical support (during the project and six months following the closure of the project) for any software developed and installed as part of the project.
14. If any third-party commercial software is installed and deployed by IIITB as part of the project, the vendor may be offered access temporarily during the course of this project via suitable user licensing.
15. All matters related to Intellectual Property developed during this project shall be settled by the technical committee overseeing this project.
16. All ingestion analysis should be supported on a web-based platform.

6.6 Deliverables

1. Design and Implementation of Data pipelines that perform ETL, data quality checks, and quality enhancement through sanitization, cleaning and imputation where necessary.
2. A no-code environment for data transformation, categorization of numerical data based on alternative level assignments.
3. Feature engineering and extraction, supporting new variable generation, dimension reduction clustering, etc.
4. An interactive online model development and evaluation environment to specify, implement and test alternative analytical models on data extracts - models could include those relying on Bayesian Networks and other AI/ML/Stat tools and methods
5. Development of administrative process control pipeline for the execution of analytical models using restful APIs
6. Visualization of analytical results to be implemented using standard or custom tools for charting, report generation, and display on the basis of geo-spatial information on suitable maps.

7. Integration with interactive tools supporting Graphical Probabilistic Models such as Netica for analysis and display of results
8. Documentation of all codes, metadata, dictionaries, process flows, etc to be shared with IITB
9. Training of personnel deputed by IITB or GoK in the use of the system developed.

7. Bidding Document

7.1. Cost of bidding

The participating bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Institute or any other costs incurred in connection with or relating to their Bid. The Institute shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

7.2. Clarifications and amendments on bidding document

1) Bidder requiring any clarification of the Bidding Document may notify the Institute in writing at the address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.

2) If deemed necessary, the Institute may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

3) A pre-bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the bidders interested to respond to this RFP.

4) The Bidder requiring any clarification of the bidding documents should submit written queries on or before <Date & Time to Contact person details>.

5) The queries received (without identifying source of query) and response of the Institute thereof will be posted on the Institute's website or conveyed to the bidders.

6) IITB reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Institute, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment which will be made available to the bidders by way of corrigendum/addendum. The interested parties/bidders are advised to check the Institute's website regularly till the date of submission of bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Institute, if any, have been taken into consideration before submitting the bid. Such amendments/clarifications, if any, issued by the Institute will be binding on the participating bidders. Institute will not take any responsibility for any such omissions by

the bidder. IIITB, at its own discretion, may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to prepare the bid, for taking the amendment into account. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda thereof.

7) No request for change in commercial/legal terms and conditions will be entertained and queries in this regard, therefore will not be entertained.

8) Queries received after the scheduled date and time will not be responded/acted upon

9) Any clarification issued by IIITB will be in the form of an addendum/ corrigendum and will be available in IIITB's website - <https://www.IIITB.ac.in>. The amendment will be binding on all bidders. IIITB, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account.

7.3. Contents of bid documents

i. The bidder must thoroughly study/analyse and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.

ii. Failure to furnish all information required in the bidding document or submission of bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its bid. IIITB has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

iii. Nothing in this RFP or any addenda is intended to relieve bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.

iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Institute and supporting documents and printed literature shall be submitted in English.

v. The information provided by the bidders in response to this RFP will become the property of IIITB and will not be returned. Incomplete information in bid document may lead to non-consideration of the proposal.

vi. The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid. While IIITB has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, IIITB has disclosed or will disclose in the RFP and corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda.

- vii.** Commercial bid should contain for hardware, software and services, clear itemized best prices, at a fine granularity.
- viii.** Separately a price sheet should be provided each for additional hardware procurement and human resources pricing for time and materials. These sheets should mention the prices at / below which the hardware and human resources will be available to the Institute for a period of 3 years after go-live. The Institute at its sole discretion may source these resources from the open market based on the attractiveness of pricing.
- ix.** AMC for hardware for 4 years and Annual software AMC should be provided.
- x.** No user based pricing is permitted.
- xi.** Cost items for DR should be elaborated separately in the Bill of Materials.

7.4. Bidding Process

- i.** The bids shall be submitted in two separate sealed envelopes, one containing Technical Bid and another Indicative Commercial Bid, both to be submitted together in one envelope. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria and agree to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Those bids that have complied to Technical bids shall be qualified for commercial bid opening and further RFP process.
- ii.** The Bidder should be willing to participate in the online reverse auction to be conducted by Institute's authorized service provider on behalf of the Institute. Eligible Bidders will be trained by Institute's authorized service provider for this purpose. Bidders should also be willing to abide by the e-business rules for reverse auction framed by the Institute / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed bidders.

7.5. Bid preparation and submission

- 1)** The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder and purchaser must be written in English.
- 2)** Vendor must provide individual and factual replies to specific questions asked in the RFP.
- 3)** Technical bid should comprise of one hard copy and one soft copy (Word format). Hard copy of technical bid should be a complete document and placed in a sealed envelope super-scribed as "TECHNICAL BID". The soft copy of the technical bid should be submitted on a CD sealed in an envelope marked as "SOFT COPY OF TECHNICAL BID". These two sealed envelopes should be placed in a single sealed envelope super scribed as "Technical bid for _____".

The technical bid should consist of the following:

- i.** Earnest Money Deposit as specified in this document
- ii.** Bid covering letter/Bid form on the lines of **Annexure-1** on bidder's letter head mentioning

- a) Details of EMD submitted, technical competence and experience of the bidder
 - b) Certifying that the period of the validity of the bid is 180 days from the target date of submission of bid
 - c) Confirming that the bidder has quoted for all the items/services mentioned in the bid in their commercial bid
 - d) Confirming that they agree with all the terms and conditions mentioned in the RFP
 - e) Specific response with Supporting documents in respect of Eligibility Criteria as mentioned in **Annexure 12**
- iii. Bidders information as per **Annexure 6** on bidder's letter head
- iv. Any deviations sought from technical criteria/specifications given in RFP.
- v. Audited balance sheets and profit and loss account statement for last 3 years
- vi. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- vii. Bidder should provide detail explanation of functioning of Software / Hardware / Firmware / Network / Database / Middleware / Third Party software etc
- viii. Bidder should provide detail requirements of software, hardware, network bandwidth etc.
- ix. Bidder should provide licensing details of Software / Database / Middleware / Operating System / Third Party Software / firmware etc
- x. Response to all points of the Technical evaluation format as per **Annexure 12**
- 4)** Bidder should submit indicative commercial bid as per **Annexure 18** of the bid document. Indicative Commercial bid should comprise of one hard copy and one soft copy (Word/Excel format). Hard copy of commercial bid should be a complete document and placed in a sealed envelope super-scribed as "INDICATIVE COMMERCIAL BID". The soft copy of the commercial bid should be submitted on a CD sealed in an envelope marked as "SOFT COPY OF INDICATIVE COMMERCIAL BID". These two sealed envelopes should be placed in a single sealed envelope super scribed as "Indicative Commercial bid for ____".
- 5)** The bids should be submitted in 2 separate envelopes one for Technical Bid (super scribed as "Technical bid for ____") and other for Commercial Bid (super scribed as "Indicative Commercial bid for _____").
- 6) Bidders may please note:**
- a) The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services it proposes to supply.
 - b) A soft copy (Word format) on a CD should also be kept in a separate envelope within the envelope of technical bid. Voluminous documents should be submitted only on CDs.

- c) While submitting the Technical Bid, literature on the hardware and its associated operating software should be segregated and kept together in one section / lot in a separate envelope.
- d) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- e) The bid document shall be complete in accordance with various clauses of the RFP document, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to bid and make commitments on behalf of the Bidder is to be attached.
- f) Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.
- g) Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subject to variation on any account, including exchange rate fluctuations, *any upward revision* in taxes, duties, levies, charges etc. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- h) If deemed necessary, the Institute may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.
- i) The bidder may also be asked to give presentation for the purpose of clarification of the bid.
- j) The bidder must provide specific and factual replies to the points raised in the RFP.
- k) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- l) All the enclosures (bid submission) shall be serially numbered with rubber stamp of the participating bidder company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- m) Any inter-lineation, erasures or overwriting shall be valid **only** if they are initialed by the person signing the Bids.
- n) The bid document shall be spirally bound.
- o) The Institute reserves the right to reject bids not conforming to above.
- p) The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- q) All the envelopes shall be addressed to the Institute and deliver at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.
- r) If the envelope is not sealed and marked, the Institute will assume no responsibility for the bid's misplacement or its premature opening.

7.6. Bid Currency

Prices shall be expressed in Indian National Rupees only.

7.7. Bid Prices

The prices should be specified only in "Indicative Commercial Bid" and must not be specified at any other place in the bid document. The quotes prices and taxes, duties &

statutory levies such as Service Tax, VAT/Sales Tax, Octroi, NMMC cess etc should be specified separately.

Note: If any taxes to be paid by the Institute, same should be mentioned explicitly

7.8. Revealing of Prices

The rates and/ or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid, failure to do so make the bid liable to be rejected. Before opening of commercial bid, if price revision is envisaged by the Institute, revised commercial bid may be required to be submitted in a separate sealed envelope.

7.9. Pre-Bid Meeting

IIITB may, at its sole discretion, organise a pre-bid meeting, to resolve any queries, bidder may have. Any further information will be provided to all bidders on IIITB website as corrigendum. Any clarification on queries raised by bidder in case of Limited Tender Enquiry (LTE) or Open Tender Enquiry (OTE) will be provided to the bidders in writing or will be published on IIITB's website as corrigendum. The exact date, time and location of the pre-bid meeting will be communicated to each bidder through IIITB website.

7.10. Validity of bids

Bid shall remain valid for 180 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the Institute in writing or by fax. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the bidder to revise/ modify the bid document.

7.11. Late submission of bids

Any bid received by the Institute after target date and time prescribed at Bid details will be rejected and /or returned unopened to the bidder at his risk and responsibility

7.12. Bid integrity

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Institute may take. All the submission, including any accompanying documents, will become property of IIITB. The bidders shall be deemed to license, and grant all rights to IIITB, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

7.13. Format and Signing of Bid

1) The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Indicative Commercial Bid and other requested information.

- 2) All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- 3) Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them.
- 4) In case of any discrepancies between hard and soft copy, the hard copy will be considered as base document.
- 5) Bid should be typed and submitted on A4 size paper [*font times new roman 12*], spirally bound securely and in serial order. Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

7.14. Deadline for submission of bids

The bid should be addressed to the Institute at following address up to the time and date mentioned at bid details:

Address:

International Institute of Information Technology Bangalore,
26/C, Electronics City Phase 1, Hosur Road,
Bengaluru, Karnataka – 560 100

Email: *datalake@iiitb.ac.in*

In the event of the target date for the receipt of bids being declared as holiday for the Institute, the bids will be received till the target time on the next working day.

The Institute may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Institute. The bids shall be submitted by the time and date rescheduled. All rights and obligations of the Institute and bidders will remain the same.

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

7.15. Modification and withdrawal of bids

- a) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Institute, prior to the deadline prescribed for submission of Bids.
- b) A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- c) No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- d) No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

e) Withdrawn bids, if any, will be returned unopened to the Bidders.

8. Opening and evaluation of bids

8.1. Opening of bids

The responses to the RFP will be opened in the presence of the Bidders' authorized representatives who choose to attend the meeting on the specified date and time at the venue as mentioned under the clause Bid Details. The Bidders' representatives must carry an authorization letter for Technical Bid opening.

8.2. Objective of Evaluation Process

The bids will be evaluated by IITB to determine if they are complete, in proper order and if they are adhered to all the terms and conditions mentioned in the bid details.

A bid not meeting the pre-requisite criteria, will be rejected and the decision will be solely based on IITB's discretion. IITB may waive any minor deviation in the bid submission process which does not have any material impact on the overall evaluation process.

The objective of the evaluation process is to evaluate the bids so as to select a capable and best fit Bidder at a competitive price. The evaluation will be undertaken by a Committee constituted by the Institute. The decision of the Institute shall be considered final.

For the purpose of the evaluation and selection of Bidder, a three-phase bidding process will be followed as mentioned below:

- **Phase 1** – Eligibility Criteria Evaluation
- **Phase 2** – Technical Bid Evaluation
- **Phase 3** – Commercial Bid Evaluation

Ser	Evaluation criteria	Description	Maximum marks	Minimum Marks
1.	Relevant Experience	Evaluation of past experience in a similar project	20	10
2.	Completeness of solution proposed	Robustness of solution and agility in implementation plan	30	15
3.	Reference Site Feedback	Feedback and reference to past project completion	20	10
4.	Team Profile	Evaluation of Bidders expert team to be involved in the project	10	05
5.	Presentation of Proposal and Solution to IITB		20	10
	Total		100	50

Based on techno-commercial evaluation, final Bidder will be selected.

In the first phase, Bidders will be evaluated based on the Eligibility Criteria provided in Section 2 of this document.

In the second phase, only the 'Technical Bids' will be evaluated. All technical bids will be evaluated and a technical score would be arrived at.

The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.

In the third phase, the Commercial Bids of only those bidders shall be evaluated who have qualified in the technical evaluation. The remaining commercial bids, if any, shall not be opened.

While the technical score carries a weight of 70 (seventy) percent, the commercial score carries a weight of 30 (thirty) percent.

IIITB may call for any clarifications/additional particulars required, if any, on the eligibility requirements/technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time.

The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought by the Institute are not submitted within the specified date and time.

8.3. Phase 1 - Eligibility Criteria Evaluation

Bidders need to comply with all the eligibility criteria mentioned in Section 2 of this document. Non-compliance by the bidders to any of these criteria shall result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in Section 2.

There will be no scoring involved in the Eligibility Bid evaluation.

The decision of the Institute would be final and binding on all the bidders to this document. The Institute may accept or reject an offer without assigning any reason what so ever.

The EMD DD or Institute Guarantee of the non-qualified Bidder(s) will be returned post completion of Phase 1 evaluation.

The technical and commercial bid documents of the non-qualified Bidder(s) will be retained by the Institute.

8.4. Phase 2 - Technical Evaluation

The scoring methodology for technical bid components is explained in the following sections. The evaluation parameters are defined below.

Ser	Parameters
1.	Functional & Technical features evaluation of solution as stated in section 6

2.	Bidder's experience & capabilities:
3.	Proposed solution
4.	Site Visits and use case implementation Feedback <ul style="list-style-type: none"> • Excellent • Good • Average
5.	Technical Presentation for the proposed solution

While the technical score carries a weight of 70 percent, the commercial score carries a weight of 30 percent. Based on the scoring stipulated in above table, bidders complying with the following would be considered for Commercial Bid Evaluation Process:

- Bidders achieving the minimum passing mark by each individual evaluation parameter from Sr. No.1 (one) to 5 (five). **and**
- Bidders scoring a minimum of 70% score based on the detailed evaluation in Technical Proposal Evaluation.

In the event that none of the bidders qualify, then Institute, at its discretion, may choose to select three bidders who have achieved the top three scores to qualify for the next phase. The decision of the Institute shall be final and binding in that regard.

Note:

1. Institute's decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.
2. The Institute reserves the right to change/relax the criteria for evaluation at its sole discretion.

8.5. Phase 3 - Commercial Evaluation

Commercial Bids of only technically qualified Bidders will be opened. The Commercial Bids of the short-listed bidders after Technical evaluation stage would be opened in the presence of the bidders or their authorized representatives who desire to be present not exceeding one person. Institute will conduct a reverse auction for determining the final commercials.

Institute will notify the name of the Successful Bidder.

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

- If there is a discrepancy between words and figures, the amount in words shall prevail
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail

- If there is discrepancy between unit price and total price, the unit price shall prevail
- If there is a discrepancy in the total, the correct total shall be arrived at by Institute
- In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- At the sole discretion and determination of the Institute, the Institute may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- Institute may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
- All liability related to non-compliance of this Minimum Wages Requirement and any other law will be responsibility of the bidder.
- The Highest Technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the Institute.
- The Lowest Commercial Bidder shall not automatically qualify for becoming selected Bidder and for award of contract by the Institute.
- The Institute shall not incur any liability to the affected Bidder on account of such rejection.
- The Bidder whose technical and commercial Bid is accepted will be referred to as “Selected Bidder” and the Institute will notify the same to the Selected Bidder.
- The Selected bidder shall provide revised TCO and the revised break-up of the cost items post reverse auction
- The final decision on the vendor will be taken by the Institute. The implementation of the project will commence upon successful negotiation of a contract between the Institute and the selected bidder based on the Techno – Commercial evaluation.
- If for some reason, negotiations with the successful bidder fail to result in an agreement within a specified timeline, the Institute reserves the right to award the contract to the next most eligible bidder based on the Techno-Commercial evaluation scores.
- Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder doesnot accept the correction of errors, the bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.

(c) If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

(d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Institute reserves the right to reject all such incomplete bids

8.6. Contacting the Institute

No Bidder shall contact the Institute on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.

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

8.7. Award and signing of contract

i. Institute will notify Selected Bidder in writing by letter or fax/email that its bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Institute within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

ii. The successful bidder will have to submit Non-Disclosure Agreement (wherever applicable), Performance Institute Guarantee for the amount and validity as desired and strictly on the lines of format given at **Annexure-8 & Annexure-10** respectively of this document together with acceptance of all terms and conditions of RFP.

iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

iv. The notification of award will constitute the formation of the Contract.

v. The Selected Bidder shall be required to enter into a contract/ SLA with the Institute, within 15 days of award of the tender or within such extended period as may be decided by the Institute.

vi. Until the execution of a formal contract, the Bid document, together with the Institute's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Institute and the successful Bidder.

vii. The contract/ agreement will be based on bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc

viii. The Institute reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

ix. Failure of the Selected Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.

x. Upon notification of award to the Selected Bidder, the Institute will promptly notify the award of contract to the Selected Bidder on the Institute’s website. The EMD of each unsuccessful Bidder will be discharged and returned.

9. Payment Terms

9.1. Data Lake Software and Implementation

The Payment will be made on the achievement of the milestones mentioned as under:

Milestone	Implementation fee for respective phases (%)
Deployment infrastructure	
Successful installation of hardware	80%
3 months’ post go live	20%
Software	
Phase 1 – Setup of basic data lake infrastructure and testing	10%
Phase 2 – Workflows for data ingestion, data cleaning and integration	10%
Phase 3 – Basic analytics and report generation	10%
Phase 4 – Model building based on identified targets and indicators	10%
Phase 5 – Implementation of policy enunciator and intervention (what-if) analysis	10%
After Go live and Use case implementation in production + training + documentation	30%
3 months’ post go live	20%

Note:

1. Release of tranche on a pro-rated basis based on receipt from donor
2. Backend support expected from vendor at least 6 months’ post go live

9.2. Training Costs

100% of the payment for the training costs will be borne by vendor (Institute).

9.3. Other Payment Terms

1. At all times Institute, would be paying only for the services/ application modules utilized by the Institute or deployed in production. At no point, Institute would pay for the services/ modules that is not deployed for the Institute's use.

2 Also, the payments for each quarter (as applicable) will be made only after the acceptance of the milestones and relevant activities/ deliverables for that quarter. Any delay in achievement of the milestones or deliverables will result in further delay of the payment.

3 The Bidder recognizes that all payments to the bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/ deliverables/ activities set out in the project plan and therefore any delay in achievement of such milestones/ deliverables/ activities shall automatically result in delay of such corresponding payment.

4 Bidders have to provide the prices for implementation across all the offices. TCO will be calculated as the summation of the grand total of the price bid and all the items mentioned as additional items.

5 The reasons like non-familiarity with the site conditions and/or existing IT infrastructure will not be considered as a reason for any delay or extra claims whatsoever.

6 The fees payable by the Institute to bidder shall be inclusive of all costs such as insurance, taxes (including service tax, as per the rates applicable), custom duties, levies, cess, transportation, installation, (collectively referred to as "Taxes") that may be levied, imposed, charged or incurred and the Institute shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source ("TDS"), as applicable. The bidder will need to provide the details for the tax rates as considered in the pricing. This will be used for subsequent tax changes. The Institute shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within 30 working days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.

7 The price would be inclusive of all applicable taxes under the Indian law like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable Service Tax, VAT and Octroi / Entry Tax / equivalent local authority cess, which shall be paid / reimbursed on actual basis on production of bills. As and when GST is implemented, taxes which are included in the RFP and subsequently will fall under the purview of GST, will have to be quoted separately in the invoice. The Institute will not pay the same to avoid double taxation. Any increase in these taxes will be paid in actuals by the Institute or any new tax introduced by the government will also be paid by the Institute the entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Institute. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty or excise tax. The Institute will not pay any out of pocket expense. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.

8 Any objection/ dispute to the amounts invoiced in the bill shall be raised by the Institute within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Institute will make payment within reasonable time

after the settlement of such disputes. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

9 All the payments will be made as per the milestones agreed in this RFP document. Vendor evaluation POC will not have separate payment

10 Institute will pay only for the bidder and Institute will not incur any additional license or actual costs.

10. Terms & Conditions

10.1. Subcontracting

As per scope of the RFP, subcontracting is explicitly prohibited. Institute would have a single agreement with the shortlisted Bidder. If the Bidder is doing any tie-up with any other vendor/Consultant/strategic Big Data Partner, details should be submitted along with the bid response and purpose of tie-up. Bidder will not be allowed to change the vendors at later stage. Subcontracting shall be permitted, if required at the sole discretion of the Institute.

In case of subcontracting, the Bidder is responsible for all the services provided to the Institute regardless of which entity is conducting the operations. The Bidder is also responsible for ensuring that the sub-contractor comply with all security and privacy requirements of the contract and Institute can obtain independent audit report for the same.

10.2. Patent rights

For any licensed software used by the Bidder for performing services or developing software for the Institute, the Bidder should have right as well right to license for the outsourced services or third party software development. Any license or IPR violation on the part of Bidder should not put the Institute at risk. The Institute should reserve the right to audit the license usage of the Bidder.

The Bidder shall, at their own expenses, defend and indemnify the Institute 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. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design, the supplier shall after due inspection and testing get the solution redesigned for IIITB at no extra cost.

The supplier shall grant the Institute a fully paid-up, irrevocable, non-exclusive, unlimited license throughout the territory of India or/ and abroad to access, replicate and use

software provided by the supplier, including all inventions, designs and marks embodied therein perpetually.

The source code /object code /executable code and compilation procedures of the software/hardware solution made under this agreement are the proprietary property of the Institute and as such Selected Bidder shall make them available to the Institute after successful User Acceptance Testing. Selected Bidder agrees that the Institute owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

10.3. Power to vary or omit work

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Institute. The Institute shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Institute thereof in writing with reasons for holding such opinion and Institute shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Institute confirms his instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

In any case in which the successful Bidder has received instructions from Institute as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Institute shall prevail.

10.4. No waiver of Institute rights or successful bidder's liability

Neither any payment sign-off by Institute, nor any payment by Institute for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by Institute shall affect or prejudice the rights of Institute against the finally selected bidders, or relieve the finally selected bidders of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in Institute to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify Institute nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful Bidder against Institute.

10.5. Change in order

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

- a) Method of shipment or packing;
- b) Place of delivery;
- c) Quantities to be supplied subject to 25% above or below the originally declared quantities.

ii. If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within 15 days from the date of Vendor's receipt of Institute's change order.

10.6. Contract amendment

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

10.7. Inspection, Quality control and Audit

The Institute may, at its discretion, get the products, software's/ hardware's and services of the finally selected Bidder inspected/ audited by its internal/ external inspectors/ auditors. The finally selected Bidder and or his / their outsourced agents / sub - contractors shall facilitate the same. The Selected Bidder should ensure that

Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Institute or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed

The selected Bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Institute / Reserve Institute of India and or any regulatory authority / Institute's consultant / Testing agency entrusted by the Institute to carry out this work.

The Institute may, at its discretion carry out pre-shipment factory / godown inspection by a team of Institute officials or demand a demonstration of the solution proposed on a representative model in Bidder's office as per specification provided by the Institute.

The Institute may, at its discretion inspect, test the products/solution after delivery of the same to the Institute and where necessary may reject the products/solution which does not meet the specification provided by the Institute. This shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Institute or its representative prior to the products shipment from the place of origin or prior to the installation and commissioning

The Institute's at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products/solution which does not meet the specifications provided by the Institute.

The Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance would be as follows:

a) The Institute may, at its discretion carry out inspection/pre-shipment acceptance testing of goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications at factory site of the supplier before dispatch of goods, by the Institute's officials / Institute's Consultants / Testing Agency.

b) The supplier should intimate the Institute before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;

c) The Institute may, at its discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided by the Institute meriting waiver of such inspection of goods.

d) In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Institute reserves the right to cancel the Purchase Order.

e) The inspection and quality control tests may be conducted on the premises of the supplier, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Institute. If the testing is conducted at the point of delivery or at the final destination, due to failure by the Bidder to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Institute's representatives to be borne by the Bidder.

Nothing stated hereinabove shall in any way release the Bidder from any warranty or other obligations under this contract.

System integration testing and User Acceptance testing will be carried out as per requirement of the Institute.

10.8. Cancellation of contract

The Institute shall have the right to cancel/ terminate the contract with the selected Bidder at any time during the contract period, by giving a written notice of at least 3 (three) months, for any valid reason, including but not limited to the following reasons:

- Laxity in following security standards laid down by the Institute
- Excessive delay in execution of orders placed by the Institute
- Discrepancies / deviations in the agreed processes and/or products
- Violation of terms & conditions stipulated in this RFP
- Services Contemplated are no longer required
- Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
- Proposed prices are unacceptable to the Work
- The Project is not in the best interest of IITB
- Any other reason

10.9. Institute's right to accept any bid and to reject any or all bids

The Institute reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Institute's action.

10.10. Country of origin and eligibility of goods and services

All equipment's and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Goods

are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

10.11. Delivery, installation, commissioning and documentation

- i.** The Vendor shall provide such packing of the products as is required to prevent its damage or deterioration during transit thereof to the location given by the Institute. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.
- ii.** Delivery, installation and commissioning of the equipment shall be made by the Vendor in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Annexure-3 & Annexure-4** of this document.
- iii.** The delivery will be deemed complete when the equipment's/ components/ associated software/firmware are received in good working condition at the designated locations, mentioned in part II of this RFP.
- iv.** The installation will be deemed to be completed, when the product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalized as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Institute. The Bidder has to resolve any problem faced during installation and operationalization.
- v.** In addition, vendor will supply all associated documentation relating to the products/hardware, system software/firmware, etc. The product(s) are considered accepted (commissioned and operationalized) after signing the Acceptance Test Plan (ATP) document jointly by the representative of the Institute and the engineer from the vendor. The component level checking for individual item may be included during the acceptance test. The 'Acceptance Test Plan' document shall be deemed to form a part of the Agreement, to be signed between the vendor and the IITB. On the evaluation of the Acceptance Test results, if required, in view of the performance of the products/services (including hardware equipment/ components/ software), as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Institute within a fortnight from the date of notification of the same to the vendor. The vendor should ensure that the product meets the requirements of the Institute as envisaged in the RFP.
- vi.** The details of the documents to be furnished by the Vendor are specified hereunder: -
 - (a) 2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount.

- (b) Delivery Note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.
- (c) 2 copies of packing list identifying contents of each of the package.
- (d) Insurance Certificate.
- (e) Manufacturer's / Vendor's warranty certificate.

vii. The above documents shall be received by the Institute before arrival of products (except where it is handed over to the Consignee with all documents). If these documents are not received, the Vendor will be responsible for any consequent expenses.

viii. Penalties as specified in **Annexure-16** will be applicable for the any kind of default in delay in delivery, installation/commissioning/support etc. expected in scope of work which will be deducted at the time of making payment(s).

ix. In addition to the penalty on delayed supplies, Institute also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation, whatsoever.

x. For the System & other Software/firmware required with the hardware ordered for for the solution developed, the following will apply: -

(a) The vendor shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.

(b) The Vendor shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. The Vendor shall also provide licensed software for all software/firmware whether developed by them or acquired from others.

(c) There should not be any end user licensing cost. Any licensed software to be used for the DATA LAKE solution should be vendor's responsibility to purchase, integrate and manage. Institute will not be involved with any third party other than the Selected Bidder. Institute will pay only for the bidder and Institute will not incur any additional license or actual costs

(d) In case the Vendor is providing software/firmware which is not its proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software/firmware vendor which includes support from the software/firmware vendor for the proposed software for the entire period required by the Institute.

The ownership of the software license shall be that of the Institute from the date of delivery of the same. In other words, wherever the ownership of the licenses is indicated, the name “State Institute of India” must appear to indicate that the Institute is the perpetual owner of the software/license. Evidence to this effect must be submitted before the payment can be released.

10.12. Services

- i.** All professional services necessary to successfully implement the proposed solution will be part of the RFP. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.
- ii.** The Bidder should submit as part of technical Bid an overview of Project Management approach of the proposed solution.
- iii.** Bidder should ensure that Bidder’s key personnel with relevant skill are always available to the Institute.
- iv.** Bidder should ensure the quality of methodologies for delivering the services and its adherence to quality standard.
- v.** Bidder should be willing to transfer skills to relevant Institute Personnel by means of training and documentation.
- vi.** Bidder should provide and implement patches / upgrades / updates for proposed Data Lake solution as and when release by the Bidder/OEM or as per requirements of the Institute. Bidder should bring to notice of the Institute all release /version change. Bidder should obtain a written permission from the Institute before applying any of the patches/ upgrades / updates.
- vii.** Bidder has to support older versions of the software etc. in case the Institute chooses not to upgrade to latest version.
- viii.** Bidder should provide maintenance support Hardware/ Software/ Operating System/ Middleware over the entire period of contract.
- ix.** All product updates, upgrades & patches should be provided by the Bidder/ OEM free of cost during warranty and AMC/ ATS/ S&S period.
- x.** Bidder should provide legally valid software solution. The detail information on license count and type of licenses should also be provided to the Institute.
- xi.** The ownership of the software/firmware license and the hardware shall be that of the Institute from the date of delivery of the same to the Institute. In other words, wherever the ownership of the licenses/hardware is indicated, the name “State Institute of India” must appear to indicate that the Institute is the perpetual owner of the hardware/operating software/firmware, etc. associated with the hardware. Evidence in this regard must be submitted before the payment is released.
- xii.** The Bidder should keep the Institute explicitly informed the end of support dates on related Products /hardware and should ensure a support during warranty and AMC/ATS/S&S.

xiii. For every change request beyond the scope of this contract, Bidder should provide detail effort estimates to the Institute including the code change requirements, affected applications, resource requirements, testing requirement, time required to implement the changes etc.

Bidder to note the following:

The Bidder should propose a solution for which OEM End of Sale is not declared within 3 (three) years of signing the contract and End of Support is not declared for the contract period of 5 (five) years. Further, if at any time during the contract period, Institute has to migrate to new Data Lake solution or other solutions of the respective OEMs, the cost towards the migration including licensing cost shall be borne by the Bidder.

- Bidder should provide latest version for all the solution components.
- Bidder should propose all modules of the solution for Data Lake.

The Bidder is required to submit an undertaking to this effect from OEM for the above points.

10.13. Warranty and Annual Maintenance Contract

i. The selected Bidder shall support the product and its associated items/components including OS/firmware/software/solution during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the ***date of acceptance of the solution*** by the Institute.

ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the entire solution (hardware/components/ operating software/firmware) supplied by the Bidder at no additional cost to the Institute. During the support period, the Bidder shall maintain the solution (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

iii. During the support period (warranty and AMC, if desired), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the solution and its components as per the Institute's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the hardware system and solution as per the Institute's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Institute, fine tuning, system monitoring, log maintenance, etc. The bidder shall provide services of an expert engineer at IIITB GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of product (hardware, system software or any of its components), the Bidder shall ensure that

product is made operational to the full satisfaction of the Institute within the given timelines. The selected Bidder shall provide preventive maintenance schedules as per periodicity, which shall be specified in advance.

iv. On site, comprehensive warranty for the solution would include free replacement of spares, parts, kits, resolution of problem, if any, in solution.

v. Warranty/ AMC (if opted) for the system software/ off-the shelf software will be provided to the Institute as per the general conditions of sale of such software.

vi. Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. The vendor will warrant products against defect arising out of faulty design, materials, etc. during the support period for the specified period. The vendor will provide support for operating systems, other pre- installed/custom developed software components/system software during the specified period of the hardware on which this software and operating system will be installed. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment's at his own cost including the cost of transport.

vii. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.

- a. Diagnostics for identification of systems failures
- b. Protection of data/ Configuration
- c. Recovery/ restart facility
- d. Backup of system software/ Configuration

viii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Institute.

ix. The bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa during DR drill. No extra charge shall be paid by the Institute for such needs, if any, during the support period.

x. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Institute.

xi. Updated escalation matrix shall be made available to the Institute once in each quarter and each time the matrix gets changed.

10.14. Compliance with IS Security Policy

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

- i.** Responsibilities for data and application privacy and confidentiality
- ii.** Responsibilities on system and software access control and administration
- iii.** Custodial responsibilities for data, software, hardware and other assets of the Institute being managed by or assigned to the Vendor
- iv.** Physical Security of the facilities
- v.** Physical and logical separation from other customers of the Vendor
- vi.** Incident response and reporting procedures

- vii. Password Policy of the Institute
- viii. Data classification and Data Encryption/Protection requirements of the Institute.
- ix. In general, confidentiality, integrity and availability must be ensured.
- x. Encryption of backup

10.15. Penalty and SLAs

Severity Definition during Live operations due to Functional issues of the proposed solution, the SLA's will be applicable post go-live as mentioned in the project timelines. As mentioned in **Annexure-16** of this RFP

10.16. Right to verification

The Institute reserves the right to verify any or all of the statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job

10.17. Purchase price

- i. Total cost of product/solution (hardware equipment's/ components/ software) with support (warranty and AMC, if desired) would be the Total Cost of Ownership (TCO) and has to be quoted in commercial bid.
- ii. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial bid over the validity period defined in this RFP.
- iii. The order will be placed for total Cost of "hardware, software/firmware/services/ warranty and AMC/ATS/S&S. Institute may also issue a separate order for AMC after expiry of the warranty period. Cost of AMC, if opted, will be paid quarterly in arrears.
- iv. The applicable TDS will be deducted at the time of payment of invoices.
- v. Terms of payment are given in Part-II of this RFP document.
- vi. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- vii. The Bidder will pass on to the Institute, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- viii. The Institute reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.
- ix. The bidder needs to ensure that there is price consistency for all hardware procured for the next 3 years from the date of purchase order that is, the price of RAM / storage / server(s) / network equipment and all physical components for DATA LAKE be frozen allowing Institute to make bulk procurements at the same price for any sudden requirements. This freezing of price will be applicable even the next version of the hardware is made available

10.18. Insurance

- i.** The insurance shall be for an amount equal to 110 percent of the value of the Products from “Warehouse to final destination” on “All Risks” basis, valid for a period not less than one month after installation and commissioning and issue of acceptance certificate by the Institute.
- ii.** Should any loss or damage occur, the Vendor shall:
 - a) initiate and pursue claim till settlement and
 - b) Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Institute, irrespective of settlement of claim by the underwriters.

10.19. Validity of agreement

The Agreement/ SLA will be valid for the period up to end of support period including AMC, if opted. The Institute reserves the right to terminate the Agreement as per the terms of RFP.

10.20. Limitation of liability

- i.** For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Institute arising under or in connection with this agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Institute’s data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Institute’s related information to the extent of loss so caused.
- ii.** The limitations set forth herein shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to IPR infringement,
 - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
 - c) damage(s) occasioned by Service Provider for breach of confidentiality obligations,
 - d) When a dispute is settled by the Court of Law in India.
 - e) Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

10.21. Confidentiality

- i.** Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Institute relating to its business practices and their competitive position in the marketplace provided to the selected Bidder by the Institute in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information (“Confidential Information”) and shall

not be disclosed to any third party/published without the written approval of the Institute.

- ii. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Institute shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iii. Any document, other than the Contract itself, shall remain the property of the Institute and shall be returned (in all copies) to the Institute on completion of the Vendor's performance under the Contract, if so required by the Institute.

10.22. Delays in vendor performance in successful implementation of the project

- i. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Institute in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Institute shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty in addition to the liquidated damages, invocation of Performance Institute Guarantee and/or termination of contract (as laid down elsewhere in this RFP document)

10.23. Vendor's obligations

- i. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Institute would only provide necessary letters for enabling procurement of the same.
- iii. The Vendor is obliged to work closely with the Institute's staff, act within its own authority and abide by directives issued by the Institute from time to time and complete implementation activities.
- iv. The Vendor will abide by the job safety measures prevalent in India and will free the Institute from all demands or responsibilities arising from accidents or loss of life, the

cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Institute responsible or obligated.

- v. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- vi. Vendor shall provide necessary training from the OEM to the designated IIITB officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, installation, troubleshooting processes of the proposed solution.
- vii. The Vendor will treat as confidential all data and information about IIITB, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of IIITB as explained under 'Non-Disclosure Agreement' in **Annexure 8** of this document.

10.24. Technical documentation

- i. The Vendor shall deliver the following documents to the Institute for every firmware/software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- ii. The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.
- iii. The Vendor should also provide the MIS reports as per requirements of the Institute. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the Vendor to the Institute, free of cost in timely manner. The vendor shall develop customized documentation as per Institute's requirement, if desired by the Institute.

10.25. Training

Vendor shall train designated IIITB officials on the configuration, operation/functionality, maintenance, support & administration for software/hardware/ Database/ OS/ Middleware, application architecture and components, installation, troubleshooting processes of a proposed solution.

Ser	Department	No of Officials	Training Type	Duration

All training cost should be included in the estimation and should be available as a separate item in the estimation breakup as part of total project cost.

10.26. Source Code

The source code / object code / executable code and compilation procedures of the software solution should be provided to the Institute after successful UAT or escrow arrangement should be put in place. All necessary documentation in this behalf should be made available to the Institute. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified.

Any update or upgrade to source code should be informed and brought under Escrow or made available to the Institute.

In case of source code is purchased by the Institute, the Intellectual Property Rights on the software code should be assigned to the Institute.

10.27. Liquidated damages

If the Vendor fails to deliver any or all of the products or perform the services within the time period(s) specified in the Contract and as per satisfaction of the Institute, as desired in this RFP, the Institute may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned at part II. Once the maximum deduction is reached, the Institute may consider termination of the Contract.

10.28. Conflict of interest

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

10.29. Fraud and corrupt practices

The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.

Notwithstanding anything to the contrary contained herein, the Institute shall reject an application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.

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

“Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Institute who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Institute, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Institute in relation to any matter concerning the Project;

“Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

“Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

“Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Institute with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

10.30. Termination for default

- i. IIITB may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or part:
 - if the Bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Institute pursuant to conditions of contract; or
 - if the Bidder fails to perform any other obligation(s) under the Contract; or
 - Laxity in following standards laid down by the Institute; or
 - Discrepancies/deviations in the agreed processes and/or products; or
 - Violations of terms and conditions stipulated in this RFP; or
 - Excessive delay in execution of orders placed by the Institute; or
 - Services Contemplated are no longer required; or
 - Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments; or

- Proposed prices are unacceptable to the Work; or
 - The Project is not in the best interest of IIITB; or
 - Any other reason
- ii. In the event IIITB terminates the Contract in whole or in part, IIITB may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the Bidder shall be liable to Institute for any excess costs for such similar systems or services. However, the Bidder shall continue the performance of the contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ source code/ executable/ Institute's data or any other relevant information to the Institute in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition another vendor or to the Institute.
- iv. The vendor shall also support the Institute on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Institute's right to terminate a contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.

10.31. Force Majeure

Any failure or delay by Bidder or Institute in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non- performing Party, is not a default or a ground for termination.

For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure

If Force Majeure situation arises the Bidder shall promptly notify Institute in writing of such conditions and the cause thereof. Unless otherwise agreed by IIITB in writing, the Bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10.32. Termination for insolvency

IIITB may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes Bankrupt or otherwise insolvent or a petition for voluntarily winding up is filed by any person against the Bidder. In this event, termination will be without

compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to IITB.

10.33. Termination for convenience

The Institute, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Institute's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

10.34. Disputes and arbitration (Applicable in case of Selected Bidder)

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (IITB or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Institute or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

10.35. Governing laws and disputes (Applicable in case of successful bidder only)

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (IITB or Bidder), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) or shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled

in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Bangalore.

The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Institute or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

Arbitration proceeding shall be held at Bangalore, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

10.36. Governing languages

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

10.37. Governing Law - Applicable Law

The contract shall be interpreted in accordance with the laws of the Government of India and shall be subjected to the exclusive jurisdiction of courts at Bangalore.

10.38. Notices

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. For the purpose of all notices, the following shall be the current address:

To,
International Institute of Information Technology Bangalore,
26/C, Electronics City Phase 1, Hosur Road,
Bengaluru, Karnataka – 560 100

The notice shall be effective when delivered or on the notice's effective date whichever is later.

10.39. Taxes and Duties

The price would be inclusive of all applicable taxes under the Indian law like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable Service Tax, VAT and Octroi / Entry Tax / equivalent local authority cess, which shall be paid / reimbursed on actual basis on production of bills.

As and when GST is implemented, taxes which are included in the RFP and subsequently will fall under the purview of GST, will have to be quoted separately in the invoice. The Institute will not pay the same to avoid double taxation. Any increase in these taxes will be paid in actuals by the Institute or any new tax introduced by the government will also be

paid by the Institute. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Institute.

The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty or excise tax. The Institute will not pay any out of pocket expense. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.

All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

10.40. Tax deduction at sources

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

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

10.41. Right to use defective products

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the product is found to be unsatisfactory, the Institute shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Institute's operation.

10.42. Tender fee

The same should be furnished by the bidders in the form of Demand Draft as mentioned in part II. It should be enclosed with Technical Bid. The Bids without tender fee will not be considered valid.

10.43. Terms & Conditions

- i. All bids and supporting documentation shall be submitted in English.
- ii. IITB reserves the right to accept or reject any or all Bids without assigning any reason thereof and Institute's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed

and executed by duly authorized officials of the Institute and the Bidder. However, until a formal contract is prepared and executed, this offer together with Institute's written acceptance & notification of award shall constitute abinding contract with the Bidder.

- iii.** Any Bid not containing sufficient information, in view of IITB, to permit a thorough analysis may be rejected.
- iv.** The Institute shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.
- v.** The Institute is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
- vi.** The Institute also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on its website [Tenders \(iitb.ac.in\)](http://Tenders(iitb.ac.in)) before the last date for submission of response under this RFP. The bidders should be agreeable for the same.
- vii.** Bids not conforming to the requirements of the RFP may not be considered by IITB. However, IITB reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of IITB, the best interest of IITB be served by such waiver.
- viii.** Bidders who do not meet the technical criteria stipulated by the Institute will not be considered for further evaluation.
- ix.** IITB shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by IITB in its sole discretion include but are not limited to, the following:
 - Services Contemplated are no longer required
 - Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
 - Proposed prices are unacceptable to the Work
 - The Project is not in the best interest of IITB
 - Any other reason
- x.** Pre-bid meeting, if any, will be held to brief the intending bidders about the requirements of the Institute and to furnish clarifications on any points / queries received from them. No separate communication will be sent for this meeting.
- xi.** IITB reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.
- xii.** IITB reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc.
- xiii.** Institute reserves the right to appoint a consultant at any stage during bidding process.
- xiv.** During the term of agreement, Bidder will not hire or retain, either as an employee or consultant any employee of Institute. During the contract period, Institute will also not hire or retain, either as an employee or consultant, any employee of the Bidder. Nothing herein shall affect Institute's public recruitment process.
- xv.** All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.

- xvi.** Bidder is not authorized to sell any proprietary and Institute-specific customization of software to any other party for a predefined period of 5 (five) years. After expiry of predefined period, if Bidder wishes to sell such customization to some other party, a written concurrence/permission from the Institute should be obtained.
- xvii.** Institute may choose to take an undertaking from Bidder employees to maintain the confidentiality of the Institute's information/documents etc. Institute may seek details / confirmation on background verification of Bidder's employees worked/working on Institute's project as may have been undertaken / executed by the Bidder. Bidder should be agreeable for any such undertaking/verification.

11. Annexures

11.1 Annexure 1: Bid Covering Letter

Bid Covering Letter: To be submitted by the Bidder along with Bid documents

To,
International Institute of Information Technology Bangalore,
26/C, Electronics City Phase 1, Hosur Road,
Bengaluru, Karnataka – 560 100

Sir,

Our Bid for End to End solution for Big Data Lake_____

We submit our Bid Document herewith. We understand that

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. Bank may follow close or open bidding process as per requirement of the Bank.
3. If our Bid 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.
4. If our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
5. 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.
6. Bidder means the Bidder who is decided and declared so after examination of commercial bids.
7. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of commercial bid shall be displayed on the website of the Bank and/or communicated to successful Bidder(s).
8. The Commercial Bidding process will be through an e-procurement process. The online reverse auction will be conducted by the Bank or a company who have been authorized in this regard by the Bank. The bidders are required to possess a valid Digital Certificate for participating in the e-procurement process bid for Data Lake Solution Implementation for State Bank of India.

Yours faithfully,For:

Seal and Signature:

Name:

11.2 Annexure 2: Bill of Materials

Bill of Material and Compliances

Ser	Particulars of Equipment required	Details of equipment to be supplied	Compliance(Y /N)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

We confirm that we comply with all the specifications mentioned above & the terms & conditions mentioned in the RFP Document are acceptable to us.

Dated this day of.....201

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

11.3 Annexure 3: Functional Requirement

The following list specifies the functional requirements of the Data Lake Solution. The **Response** Column is to be mandatorily responded to by the Bidder, for each requirement.

Response: The Bidder is to state in this column that the requirement is 'Confirmed and Understood' i.e. the service will be delivered.

Ser	Functional Requirements	Response (Confirmed & Understood)
1.	Ingestion	
2.	Data Storage	
3.	Data Processing framework and workflow management	
4.	Data Federation	
5.	Metadata Management	
6.	Information life cycle management	
7.	Ability to search for data	
8.	Data governance, security, administration and access management	
9.	Data Discovery	
10.	Data Access	
11.	Data Quality	
12.	Downstream data consumption	
13.	Real-time and Advanced Analytics	
14.	Software change management framework	
15.	Disaster recovery site and other environments	
16.	Benchmarking of Data Lake Performance	

11.4 Annexure 4: Technical Requirement

The following list specifies the technical requirements of the Data Lake Solution. The **Response** Column is to be mandatorily responded to by the Bidder, for each requirement.

Response: The Bidder is to state in this column that the requirement is 'Confirmed and Understood' i.e. the service will be delivered.

Ser	Technical Requirements	Response (Confirmed & Understood)
1	Ingestion	
2	Storage and Data formats	
3	Data processing: Transformations	
4	Workflow management and scheduling	
5	Data Discovery & Preparation	
6	Analytics	
7	Search	
8	Metadata & Governance	
9	Disaster Recovery	
10	Data Encryption	
11	Cloud Integration and Migration	
12	Other Requirements	

11.5 Annexure 5: Implementation Details for proposed Solution

Bidders interested in providing services as specified in Section 6 of RFP need to provide the following details for proposed solution.

1. Bidder and OEM need to provide details separately.
2. For each credential, separate sheet should be provided by the bidder in the format given below.
3. For each proposed solution (Data Lake Application Implementation), separate sheet should be provided by the bidder in the format given below.
4. Credentials should be provided only for those clients where the bidder has implemented the proposed solution.
5. If the complete information is not provided, credential will not be considered for evaluation.

Ser	Particulars	Response
1.	Assignment Name	
2.	Location of the Assignment	
3.	Name of Client	
4.	Category of Client (Bank/Insurance/FI/Others please specify)	
5.	Address	
6.	Reference Contact Person	
7.	Telephone Number (With STD Code), Mobile Number, Fax Number and E-Mail Address	
8.	Project Scope	
9.	Original Project Duration	
10.	Start Date of the Project (Month & Year)	
11.	Completion Date of the Project (Month & Year)	
12.	Actual completion Date of the Project (Month & Year)	
13.	Total No. of team members in the Assignment	
14.	Name of Project Manager	
15.	Project Effort (Man months)	
16.	Name of the solution (s) implemented and the version	
17.	Details of the solution (applicable only for Data Lake solution) Module	Implemented (Yes/ No) Product Name/ Version Month/ Year of Implementation
18.	Narrative Description of Project with present status/result	
19.	Whether the solution has been implemented	

	enterprise wide or at department/office level.	
20.	Number of branches/offices using the solution	
21.	If the solution is being used by other group companies, then provide the name of the group companies.	
22.	Provide the number of active users and concurrent users separately.	

Yours faithfully,

For:

Seal and Signature:

Name:

11.6 Annexure 6: Bidder Details

Bidders interested in providing services as specified in Section 6 of RFP need to provide the following details:

Ser.	Particulars	Response
1	Date of Incorporation	
2	Company Head Office Address	
3	Registered Office Address	
4	Contact Person Name, Designation and Address	
5	Telephone Number (With STD Code), Mobile Number, Fax Number and E-Mail Address	
6	Alternate Contact Person Name, Designation and Address	
7	Telephone Number (With STD Code), Mobile Number, Fax Number and E-Mail Address	
8	Turnover For Financial Years 2019-20	
9	Turnover For Financial Years 2020-21	
10	Turnover For Financial Years 2021-22	
11	Net Profit (After Tax/Depreciation) For 2019-20	
12	Net Profit (After Tax/Depreciation) For 2020-21	
13	Net Profit (After Tax/Depreciation) For 2021-22	
14	Total number of employees in the organization	
15	Size of the implementation and support staff for the proposed services	
16	Please provide Organization Chart	
17	Details of development and support center in India	

Consortium Member details:

Ser.	Particulars	Response
1	Date of Incorporation	
2	Company Head Office Address	
3	Registered Office Address	
4	Contact Person Name, Designation and Address	
5	Telephone Number (With STD Code), Mobile Number, Fax Number and E-Mail Address	

6	Alternate Contact Person Name, Designation and Address	
7	Telephone Number (With STD Code), Mobile Number, Fax Number and E-Mail Address	
8	Turnover For Financial Years 2019-20	
9	Turnover For Financial Years 2020-21	
10	Turnover For Financial Years 2021-22	
11	Net Profit (After Tax/Depreciation) For 2019-20	
12	Net Profit (After Tax/Depreciation) For 2020-21	
13	Net Profit (After Tax/Depreciation) For 2021-22	
14	Total number of employees in the organization	
15	Size of the implementation and support staff for the proposed services	
16	Please provide Organization Chart	
17	Details of development and support center in India	

Declaration:

- I. We confirm that we will abide by all the terms and conditions contained in the RFP.
- II. We hereby unconditionally accept that Institute can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
- III. All the details mentioned by us are true and correct and if Institute observes any misrepresentation of facts on any matter at any stage, Institute has the absolute right to reject the proposal and disqualify us from the selection process.
- IV. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
- V. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Institute will have the right to disqualify us in case of any such deviations.

Place:

Date :

Seal & Signature of the Bidder

11.7 Annexure 7: OEM Details

OEMs interested in providing solutions as specified in Section 6.5 of RFP need to provide the following details:

Ser	Particulars	Response
1.	Date of Incorporation	
2.	Company Head Office Address	
3.	Registered Office Address	
4.	Contact Person Name, Designation and Address	
5.	Telephone Number (With STD Code), Mobile Number, Fax Number and E-Mail Address	
6.	Alternate Contact Person Name, Designation and Address	
7.	Telephone Number (With STD Code), Mobile Number, Fax Number and E-Mail address	
8.	Total number of employee in the organization	
9.	Details of standard performance benchmarking report for the proposed solution, if any	
10.	Details of bandwidth requirement for proposed solution	
11.	List of standard reports/dashboards available with the proposed solution	

Declaration:

- I. We confirm that we will abide by all the terms and conditions contained in the RFP.
- II. We hereby unconditionally accept that Institute can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
- III. All the details mentioned by us are true and correct and if Institute observes any misrepresentation of facts on any matter at any stage, Institute has the absolute right to reject the proposal and disqualify us from the selection process.
- IV. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
- V. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Institute will have the right to disqualify us in case of any such deviations.

Place

Date

Seal & Signature of the Bidder

11.8 Annexure 8: Non-Disclosure Agreement

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at *Bangalore* between:

International Institute of Information Technology, Bangalore, an educational institute deemed to be a university established under section 3 of the University Grants Commission Act, 1956 under notification dated 28 February 2005 and having its registered office at 26/C, Electronic City, Bengaluru, Karnataka 560100, India, (hereinafter referred to as “**Institute**” which includes its successors and assigns) of the ONE PART;

And

_____ (hereinafter referred to as “ ” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

A. _____ is carrying on business of providing _____, has agreed to _____ for the Bank and other related tasks.

B. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. Confidential Information and Confidential Materials:

(a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

(b) Confidential Information shall not include any information that:

- (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party;
- (ii) becomes known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party;

- (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or
- (iv) is independently developed by Receiving Party.

I “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks ortapes, whether machine or user readable.

2. Restrictions

(a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s own employees and other persons and then only to those employees and persons who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).

Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- (1) The statutory auditors of the Customer and
- (2) Regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof

(c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement

(d) Unless otherwise mentioned in this agreement, Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party’s business relationship with Disclosing Party, and only as otherwise provided hereunder.

Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing. Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. Rights and Remedies

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any

unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

a. Suspension of access privileges

b. Change of personnel assigned to the job

c. Financial liability for actual, consequential or incidental damages

d. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. Miscellaneous

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights /patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated

subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

(a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ 2022 at _____
(Month) (Place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

11.9 Annexure 9: Compliance Statement

DECLARATION

To,
International Institute of Information Technology Bangalore,
26/C, Electronics City Phase 1, Hosur Road,
Bengaluru, Karnataka – 560 100
Terms & Conditions

Dear Sir,

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

We declare that we are not in contravention or conflict of interest obligation mentioned in this RFP.

We certify that we have not made any changes from the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document. It is further certified that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.

We hereby undertake that our entities name does not appear in any “Caution” list of RBI /IBA or any other regulatory body for outsourcing activity.

Yours faithfully,

For:
Seal and Signature:
Name:

11.10 Annexure 10: Performance Bank Guarantee

To,
International Institute of Information Technology Bangalore,
26/C, Electronics City Phase 1, Hosur Road,
Bengaluru, Karnataka – 560 100

(Hereinafter “referred to as "Institute”)

Whereas consequent to your Request for Proposal (RFP) No _____ dated _____ you have issued a Purchase Order No. _____ dated _____ to M/s _____, having its corporate office at _____ (hereinafter “referred to as "the Contractor”) to *develop, implement and support name of software solution/service for the Bank.*

Whereas as per the payment terms of the said RFP/Purchase Order the Contractor has to submit a Bank Guarantee from any scheduled commercial Bank, in favour of you.

And

whereas, we, _____ Bank, having our branch office at _____ (hereinafter “referred to as” "the Guarantor") on the request of the Contractor hereby expressly and unreservedly undertake and Guarantee to pay to you, a sum not exceeding Rs. ___/- (Rupees _____ Only), being 10% of the value of the Purchase Order, in the event of any breach by the Contractor of the obligations under your said Purchase Order, or reasons attributable to the Contractor on account of the same. This Guarantee shall be limited to an amount not exceeding Rs. _____/- (Rupees _____ Only).

You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Contractor, we the Guarantor shall make the payment under this Guarantee to SBI within 24 hours of receipt of written claim / demand.

We the Guarantor, further confirm that a mere letter from the SBI that there has been a breach by the Contractor of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Contractor, indulgence to Contractor by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Contractor.

This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of the Bank, Guarantor or the Contractor. It is further guaranteed

that the payment under this Guarantee shall be made by us on receipt of your written demand as aforesaid making reference to this Guarantee.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ Only).

This Guarantee shall remain in full force and effect for a period of ___ years from the date of the installation i.e. up to _____. Unless a claim under this Guarantee is made against us within one month from that date i.e. on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Thereafter, our Guarantee shall be considered as null and void whether returned to ourselves or not.

Date:

Place:

For _____
(Branch and Bank)

11.11 Annexure 11: Bank Guarantee Format for Earnest Money Deposit

To,
International Institute of Information Technology Bangalore,
26/C, Electronics City Phase 1, Hosur Road,
Bengaluru, Karnataka – 560 100

Dear Sir,

EMD BANK GUARANTEE FOR RFP FOR DATA LAKE SOLUTION IMPLEMENTATION TO STATE BANK OF INDIA TO MEET SUCH REQUIREMENTS AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP

WHEREAS IIITB having its premises at Electronic city Phase1 Bangalore has invited Request for Proposal for supply, installation, support/services during transition, customization, integration, migration, monitoring, testing, training, acceptance, documentation, warranty support and post warranty maintenance support, for the Data Lake solution vide its RFP No. XX dated XX on the terms and conditions mentioned in the RFP documents.

It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. XX,XXX (Rupees XX only) as Earnest Money Deposit.

M/s _____, (hereinafter called as Bidder), who are our constituents intends to submit their bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. XX,XXX (Rupees XX only).

NOW THIS GUARANTEE WITNESSETH THAT

We _____(Bank) do hereby agree with and undertake to the International Institute of Information Technology , their Successors, assigns that in the event of the IIITB coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the IIITB, pay without demur to the IIITB, a sum of Rs. XX,XXX/- (Rupees XX only) that may be demanded by State Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. XX,XXX (Rupees XX only).

We also agree to undertake to and confirm that the sum not exceeding Rs XX,XXX (Rupees XX only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the IIITB on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the IIITB within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the IIITB under this guarantee shall be independent of the agreement or agreements or other

understandings between the IIITB and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the IIITB.

We hereby further agree that –

Any forbearance or commission on the part of the IIITB in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding XX,XXX (Rupees XX only).

Our liability under these presents shall not exceed the sum of Rs. XX,XXX (Rupees XX only).

Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

This guarantee shall remain in force for a period of 180 (one eighty) days, provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

Our liability under this presents will terminate unless these presents are renewed as provided herein up to three years or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of

Signature and Seal of Authorized Official

(NB: This document will require Stamp Duty as applicable in the State, where it is executed and shall be signed by the official whose signature and authority shall be verified).

11.12 Annexure 12: Checklist – Technical Bid

S.No. Documents

- 1 Annexure 1 – Bid Covering Letter
- 2 Annexure 2 – Bill of Material
- 3 Annexure 5 – Implementation details for proposed solution
- 4 Annexure 6 – Bidder Details
- 5 Annexure 7 – OEM Details
- 6 Annexure 9 – Compliance Statement
- 7 Annexure 11 – EMD (DD/Bank Guarantee)
- 8 Annexure 13 – Proposed solution details
- 9 Annexure 14 – Non-blacklisting conformity letter
- 10 Bidder's proposed approach and methodology for providing solution and services. Also specify,
 - Detailed Solution Architecture Document (including Physical, Technical and LogicalArchitecture)
 - Security Architecture (of the proposed application(s))
- 11 All relevant Credentials/ Documents required for Eligibility Criteria – Past Experience mentioned in RFP aligned with product at their environment and implementation was done by the Bidder.
- 12 Certified copies of audited financial statements (and Annual reports, if applicable) for the last three financial years (2019-20, 2020-21 and 2021-22); OR Certificate from Bidder's Statutory Auditor in original providing turnover details for the last three financial years (2019-20, 2020-21 and 2021-22)
- 13 Certified copies of audited financial statements for the last two out of three financial years (2019-20, 2020-21 and 2021-22); OR Certificate from Bidder's Statutory Auditors in original providing profit details for two out of the last three years, viz. 2019-20, 2020-21 and 2021-22
- 14 Copy of Certificate of Incorporation of the Bidder's organization
- 15 Self- Declaration by authorized signatory confirming that the proposed solutions is owned by Bidder/ Bidder's Parent Company (or its subsidiaries)/ or any other subsidiary of the Bidder
- 16 Power of Attorney
- 17 Letter in original from the authorized personnel of OEM confirming to this criteria/Certificate of authorization by the OEM for the Bidder to implement the product/ solution.
- 18 Undertaking from OEM – Annexure 22

11.13 Annexure 13: Proposed Solution

Specify details of the proposed solution in below mentioned format.

Solution	Product Name	Proposed Version and End ofLife	Latest Version Available	OEM for the Proposed Solution	Solution Components

11.14 Annexure 14: Non-Blacklisting Conformity Letter

To,
International Institute of Information Technology Bangalore,
26/C, Electronics City Phase 1, Hosur Road,
Bengaluru, Karnataka – 560 100

Reference: RFP No.

Subject: Conforming non-blacklisting

Dear Sir,

We hereby undertake that <Bidder's/OEM's complete legal name as mentioned on Bid covering letter> has not been blacklisted by IBA/ RBI/Govt./Public Sector Undertakings during the last three years.

Yours faithfully,

For:

Seal and Signature:

Name:

11.15 Annexure 15: Pre-bid Query Format

Bidders are expected to submit pre-bid queries in below mentioned format only.

Ser	Reference from RFP (Page No.)	Reference from RFP (Section Name)	Reference from RFP (Section No)	Reference from RFP (Clause No)	Bidder Query

Note:

- Bidders are requested to refer this Annexure 15 before submitting pre-bid queries so as to avoid duplication.
- Bidders to note that there will be no change in standard Terms and Conditions of RFP and Model SLAs (Annexure 16)

Queries are to be submitted strictly in the above-mentioned format and in .xls/.xlsx file only.

11.16 Annexure 16: Model SLA

1. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.
2. Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 12 months from date of installation or.
3. Warranty for the System Software/off-the-shelf Software will be provided to the Bank as per the conditions of sale / licensing of such software.
4. Warranty for Software Solution: Onsite comprehensive warranty for all the software solution components, including free fixing of bugs, addition of missing features if any will be 12 months from the date of go-live
5. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
6. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM if any. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of one year from the date of acceptance of the hardware and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
7. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
 - a) Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware system software and software solution supplied by the vendor will provide these services.

The Vendor shall rectify any defects, faults and failures and shall repair/ replace worn out or defective parts during working hours on all working days. In case any defects, faults and failures could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose, the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.

The maximum response time for a complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a

request call / fax /e-mail is made or letter is written) shall not exceed the time stipulated as per severity chart below.

The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within the stipulated times as per the severity chart below . In any case the equipment should be made workable and available not later than the Next Business Day

- b) **Preventive maintenance:** the VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of hardware, and necessary repairs) once within first 15 days of the installation, then every alternate month during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
 - c) All engineering changes generally adopted hereafter by the VENDOR for hardware or software similar to that covered by this AGREEMENT, shall be made at no cost to the Bank.
 - d) Qualified maintenance engineers totally familiar with the hardware and software shall perform all repairs and maintenance service described herein.
 - e) The Bank shall maintain a physical or digital register at its site in which, the Bank's operators / supervisors shall record each event of failure and / of malfunction. System and software logs can also be used for inferring information on failures and malfunctions. The VENDOR's engineer shall enter the details of the action taken on each event, into such a physical or digital register. Additionally, every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make an entry.
 - f) The VENDOR shall provide replacements during the warranty or AMC periods if any hardware or software component is out of use for maintenance.
8. Any worn or defective parts withdrawn and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.
 9. The VENDOR's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
 10. However, if Bank desires to shift the installation to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the VENDOR.
 11. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.
 12. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

13. If, in any month, the VENDOR does not fulfil the provisions of clauses (b), (c), (d) and (e) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to Bank on demand by Bank.
14. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused, the VENDOR shall indemnify/ pay/ reimburse the loss suffered by the BANK.
15. Future additions of Hardware / Software:
 - a: The Bank would have the right to:
 - i. Shift supplied systems to an alternative site of its choice.
 - ii. Disconnect / connect / substitute peripherals such as printers,etc. or devices or any equipment / software acquired from another vendor.
 - iii. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house.

Provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service. The warranty terms would not be considered as violated if any of (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with that components / software not acquired from them.

16. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs. 1,00,000 on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.

17. SLA for Live operations

Severity Definition during Live operations due to Functional issues of the proposed solution, the SLA's will be applicable post go-live as mentioned in the project timelines.

Level	Function/Technology
<i>Severity 1(High)</i>	<ol style="list-style-type: none"> a. Any problem due to which users cannot access the proposed solution or infrastructure; or b. Proposed solution is unavailable for use; or c. Any problem due to which the proposed solution does not perform according to the defined performance and query processing parameters required as per the RFP; or d. Showstoppers involving major functional failure in the application,

	where there are no usable workarounds.
Severity 2(Medium)	a. Any incident which could have been classified as “Severity1” but for which an acceptable work around has been provided by the Bidder; or b. Any problem due to which the proposed solution produces a clearly incorrect run expected answer; or c. Users face severe functional restrictions in the application due to partial failure, irrespective of the cause.
Severity 3(Low)	a. Any other incident causing a partial disruption of service or incorrectness of results; or b. Moderate functional restrictions in the application irrespective of the cause, which have a convenient and readily available workaround

2. Severity classification during UAT in phases mentioned in the project timelines

Level	Function/Technology
Critical	For UAT: Fatal Errors like General Protection Fault, system hangs and testing cannot proceed till error is fixed
High	For UAT: Serious Program behavior inconsistent to functional requirements, or data rendered inconsistent and testing cannot proceed in that are a till error is fixed
Medium	For UAT: Minor errors to be corrected, but testing can proceed with workaround solutions
Low	For UAT: Suggestions/Comments. Improves user interface or functionality. General remarks not necessarily meant for improvement

The Bidder understands that the testing agency will deliver their testing services in accordance with the Project timeline detailed in “PROJECT TIMELINE”. In order to achieve the satisfactory and timely results and execution, the Bidder will have to ensure the adequacy and experience of the testing resources to the full satisfaction of the Bank. In case of breach of the above by the Bidder, the Bank shall impose penalty equivalent to a sum of one half of one percent (0.5%) of the cost of the testing agency per calendar week or part thereof, of delay till all the obligations of the Bidder are met.

Important Note: The response and resolution by the Bidder pertaining to UAT related defects/gaps of Critical, High, and Medium & Low would strictly be to meet the Project Timeline and go live requirements of the Bank.

Post Implementation

During post-implementation, penalty will be levied for non-compliance to the up time requirements. The intent of prescribing penalty for uptime is with the view to ensure high availability of services at all times to the Bank.

a) The VENDOR shall ensure that the full configuration of hardware, software and solution are available to the BANK in proper working condition with an uptime of 99.5% of the time on a 24x7 Monthly basis. Uptime is defined as the uptime of the solution and node, not of overall hardware or system software. If any significant part of the solution or cluster is unavailable or inaccessible or unresponsive to end-users, it will be considered down-time. The Bank’s decision will be final in determining downtime.

b) For purpose of calculating penalty, uptime is calculated as under:

- Node-wise Uptime (%) = (total hours during month - Sum of downtime hours for node during month) X 100 / Total hours during the month
- Total hours during the month = No. of calendar days x 24 hours
- Cluster Uptime (%) = Average of node-wise uptime for all nodes in the cluster

Uptime rules

Wherever the Bidder monitors onsite, the downtime calculation starts from the time hardware /software/ tool/ solution etc. fails leading to denial of service. As long as there is no denial service to a bank user, down time does not arise.

The Bidder should guarantee a minimum of uptime of 99.5% per month for the proposed solution and execute Service Level Agreement accordingly. The uptime will be calculated on monthly basis. SLA will be monitored, and penalty will be levied as below:

For every 0.01% down time below 99.5% - Penalty of Rs. 5,000 monthly

If up-time is below 98% - No ATS charges will be paid for that month.

The right to levy the penalty is in addition to and without prejudice to other rights/remedies available to the bank such as termination of contract, invoking performance guarantee and recovery of amount paid etc.

Penalty for Losses/Breaches:

This shall be in addition to penalty for not meeting the availability SLA which is defined above:

- Penalty will be levied @`50,000 per instance for any loss bank has suffered due to frauds taken place during the downtime or non-availability of the system
- Penalty will be levied @`50,000 per instance for any violation of rules configured to prevent fraud and/or generate alerts etc.
- Penalty will be levied @`50,000 per hour if the solution disrupts banking operations and at the rate of @`20,000 per hour if it causes lowering of performance of banking operations by at-least 25%.

Penalty of Rs.10, 000/-shall be charged for every non-conformance with the service response and resolution time table as specified below:

Issue Classification	For all periods (Post 30 days of Go-live)	
	Response T	Resolution
<i>Severity1</i>	<i>30minutes</i>	<i>150minutes</i>
<i>Severity2</i>	<i>60minutes</i>	<i>360minutes</i>
<i>Severity3</i>	<i>120minutes</i>	<i>720minutes</i>

11.17 Annexure 17: Proposed Resource Profile

1. Experience of the Proposed Program Manager

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

**Add separate rows for each client*

2. Experience of the Team Leads

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

**Add separate rows for each client*

3. Experience of the Other Team Members, Functional Consultant, Architects etc.

S.no	Name of the resource	Number of years of experience	Name of Banks Where the resource has worked in the past	Count of branches of the mentioned Banks	Scope of Work involved of the project	Client Contact Details, including name, designation, contact no & Email id	Profile attached (Yes/No)

**Add separate rows for each client*

11.18 Annexure 18: Indicative Commercial Bid

Note: Suitable information may be sought in Indicative Commercial Bid. An example of Indicative Commercial bid format is placed below for guidance.

The indicative commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification - **“Indicative Commercial Bid for Procurement of _____”**.

Name of the Bidder: Location (A) _____

Ser	Item	Break up (INR)	Quote (INR)	Proportion to Total Cost (in %age) #
	Sub-Total			
1.	Installation/ Commissioning			
2.	Comprehensive warranty for software and hardware mentioned in items above for _years from the go live date, including annual renewal cost, if any			
3.	Comprehensive annual maintenance for software and hardware mentioned above for years, including annual renewal cost, if any, after the end of three year warranty. * (This cost should be in the range of 8 % to 12 % of the product cost for hardware and 15% to 20% of license cost of software).			
	Taxes and Duties **			
Sub-Total 'A'				

Location (B) _____

Ser	Item	Breakup(INR)	Quote(INR)	Proportion to Total Cost (in %age) #
	Sub-Total			
1.	Installation/ Commissioning			
2.	Comprehensive warranty for software and hardware mentioned in items above for __years from the go live date, including annual renewal cost, if any			
3.	Comprehensive annual maintenance for software and hardware mentioned above for years, including annual renewal cost, if any, after the end of three year warranty.* (This cost should be in the range of 8 % to 12 % of the product cost for hardware and 15% to 20% of license cost of software).			
4.	Taxes and Duties **			
Sub-Total 'B'				

b. Training and Certification

Ser	Item	Quote(INR)	Proportion to Total Cost (in %age) #
1.	Training and Certification (from OEM)for.....		
2	Taxes and Duties **		
Sub-Total 'C'			

c. Support

Ser	Item	Quote (INR)	Proportion to Total Cost (in %age) #
1.	Taxes and Duties **		
Sub-Total 'D'			

Summary of Indicative Quote: (PR set up and DR setup)

Particulars	Quote (INR)	Proportion to Total Cost (in %age) #
(a) Location A -- (Sub-Total 'A' above)		
(b) Location B -- (Sub-Total 'B' above)		
(c) Training-- (Sub-Total 'C' above)		
(d)Support (Sub-Total 'D' above)		
(e) Grand Total (A + B + C + D)***		

The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the L1 bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.

Important: The price breakup of all the hardware/software components must be provided (even if the price is zero). The bid may be rejected if the price breakup is not provided.

* The amount quoted here should be for _years. However, annual maintenance charges will be paid at quarterly intervals for the year for which the annual maintenance is taken. Annual maintenance will be taken at the option of the Bank.

**The quoted prices should be including all kinds of taxes/duties, the nature and rate of which should be specified in the following table:-

*** This will be the Total Cost of Ownership (TCO) and should be quoted in the reverse auction.

Breakup of Taxes and Duties

Ser	Item	Tax 1	Tax 2	Tax 3
	Mention Name of Tax			
1.	Software			
2.	Hardware			
3.	Installation/ Commissioning			
4.	Training			
5.	Support			
6.	Comprehensive warranty for software and hardware for three years from the go live date			
7.	Comprehensive annual maintenance for software and hardware for years after the end of three year warranty.			
Grand Total				

Signature

Seal of Company

Illustration

Particulars	Indicative Price Bid Quote (INR)	Proportion to Total Cost (in %age)	L1 Price (INR)	Minimum final price should not be below (INR)*	Maximum final price should not exceed (INR)**
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>
(a) Item A	25	13.16		9.38	10.36
(b) Item B	50	26.32		18.75	20.72
(c) Item C	75	39.47		28.13	31.09
(d) Item D	40	21.05		15.00	16.58
(e) Grand Total(a+b+c+d)	190	100	75		

*Computed as 'C' percentage of 'D' less 5%.

**Computed as 'C' percentage of 'D' plus 5%.