

## **Request for Quotation (RFQ)**

**Selection of vendor for Procurement/ installation/ maintenance of Data Centre  
Hardware peripherals, Network equipment's as per Specification Documents  
Bank of Baroda (Botswana) Ltd**



**Bank of Baroda Botswana Ltd.  
Head Office- Plot No. 14456 Kamoshungo Road  
Gaborone West Industrial, Gaborone Botswana**

**Date: 31.03.2024**

**RFQ Reference No. HO: BOBBL: 2024:03:01**



## Table of Contents

Srl No	Contents	Page No
1.	RFQ for procurement of data center hardware & network equipment as per specification documents for Bank of Baroda (Botswana) Ltd., Important Dates, Evaluation Methodology	3
2.	Disclaimer	4
3.	Introduction and Project overview and scope, Important Clarification, Contract period, No Legal Relationship, Recipient Obligation to Inform Itself, Evaluation of Offers	5
4.	Errors and Omissions, Acceptance of Terms, RFQ Closing Date, Late RFQ Policy, RFQ Validity period, Procurement Guidelines, Delivery	6
5.	Installation, Affixing Asset Tags on HW Equipment, Warranty	7
6.	Annual maintenance contract (AMC) after installation of equipment, Transportation and insurance, Payment Terms	8
7.	Requests for Information, Notification, Disqualification, Termination	9
8.	Service Level support, Service Level Agreement and Non-Disclosure Agreement, SNR Case, Compliance with Local Laws	10
9.	Grievance Redressal and Dispute Resolution, Governing Laws, Prevention of Corrupt and Fraudulent Practices	11
10.	Information/Cyber-Security Measures/Controls for selected SP, The bid submission by related parties, Right to Reject Bids, Further Bank reserves the rights to	12
11.	Penalties and delays in Service Providers performance, Signing of Agreement, General Terms and conditions	13-16
12.	Annexure 1 Scope of Work & Technical proposal	17-18
13.	Annexure 2 Commercial Bid – Items wise	19-22
14.	Annexure 3 Technical Specification Document	23-31
15.	Annexure 4 - Undertaking for Information/Cyber-Security Measures/Controls for selected SP	32
16.	Annexure 5 - Non-disclosure agreement	33-37

**RFQ FOR PROCUREMENT OF Data Centre hardware & Network Equipment as per Specification documents FOR BANK OF BARODA (BOTSWANA) LIMITED**

Bank of Baroda (Botswana) Limited invites quotation from eligible Technology companies operating in Botswana or outside the Botswana (who may provide in personal technical support & sales after services 24x7x365 in Botswana) for procurement of Data Center Computer Hardware & network equipment, Technical Specification as Specified under detailed Specification & Commercial Bid documents (attached as per Annexure-2 & Annexure-3) in Botswana for Bank of Baroda (Botswana) Limited.

All bidders (Technology Companies) who are interested to submit a quotation for supply/ installation and sales after services (24x7x365) post installation of Hardware and equipment with minimum 6 months onsite support after installation & warranty of 3 years on all hardware and equipment's supplied with 2 years additional AMC & are requested to send their quotation in sealed envelope on following address before **Saturday, 13<sup>th</sup> April 2024 at 12:00hrs** which is the cutoff date and time.

**Address:**

The Managing Director,  
Head office, Bank of Baroda (Botswana) Ltd,  
Plot no. 14456, Kamoshungo Road, Gwest Industrial, Near Old Nokia Circle, Gaborone, Botswana.

**Important Dates**

S.No.	Particulars	Timelines
1.	RFQ Issuance Date	31 <sup>st</sup> March 2024
2.	Pre-Bid meeting for understanding of Specification Documents	03 <sup>rd</sup> to 06 <sup>th</sup> April -2024
3.	Last date of Submission of RFQ	13 <sup>th</sup> April -2024

**Evaluation Methodology**

The vendor quoting technically qualified bid and with the lowest commercial shall qualify as the L1/successful vendor/bidder. The vendor is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

**Other Terms and Conditions:**

Warranty: Minimum 5 years (Comprehensive onsite)

Delivery: Delivery should be within 6-8 weeks from the date of purchase order

Payment Terms: Detail as mentioned in RFQ documents

Prices: Price should be Inclusive of all Tax and Levy (in BWP)



### **Introduction, Project overview and scope:**

Bank of Baroda (Botswana) Ltd is one of the leading Private Bank operating in Botswana with network of 4 branches in Botswana. Bank intends to engage service provider/Vendor for supply of Hardware and network equipment's for Data Centre operation in Botswana.

This Request for quotation (RFQ) document has been prepared by Bank of Baroda (Botswana) Ltd. solely for the purpose of enabling Bank of Baroda (Botswana) Ltd ("the Bank") to select a service provider/Vendor for supply, installation and maintenance of Data Center Hardware & Network equipment's as per scope and technical specifications attached as Annexure 1 & Annexure- 3.

Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFQ. The RFQ document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful service provider/vendor as identified by the Bank, after completion of the selection process as detailed in this document.

The scope of RFQ, commercial bid & technical specification documents format is mentioned here under and in annexure- 1, annexure - 2 & annexure-3, however bank reserve the right to modify/ change the RFQ at any phase of this contract.

### **Important Clarification:**

Following terms are used in the document interchangeably to mean:

- Bank means Bank of Baroda (Botswana) Ltd.
- Recipient, Respondent, Bidder and Service Provider means the respondent to the RFQ document
- SP means the Service Provider
- SI means System Integrator
- RFQ means the Request for Quotation
- DC means Data center
- Tender means RFQ response documents prepared by the service provider and submitted to Bank of Baroda (Botswana) Ltd.
- AMC means Annual maintenance contract

### **Contract period**

The contract with selected bidder will be for a period starting from date of the Purchase Order till 5 years (bidder has to execute service level agreement) from the installation sign-off given by Bank of Baroda (Botswana) Ltd officials. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in brand new and good condition, installed, implemented, tested and accepted along with associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and successful bidder. **Successful vendor shall ensure that Data Centre hardware and equipment as per specification documents should have support for a minimum period of 5 years from the date of successful completion of project.** Bank may extend/ renew the contract further period on mutually agreed terms & conditions and AMC rate.

### **No Legal Relationship:**

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

### **Recipient Obligation to Inform Itself:**

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFQ document and the meaning and impact of that information.

### **Evaluation of Offers:**

- Each service provider /vendor acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFQ document.
- The issuance of RFQ document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out



by a Recipient. The Service provider/ Vendor unconditionally acknowledges by submitting its response to this RFQ document that it has not relied on any idea, information, statement, representation, or warranty given in this RFQ document.

#### **Errors and Omissions:**

Each service provider/ Vendor should notify the Bank of any error, fault, omission, or discrepancy found in this RFQ document but not later than last date of receiving clarifications as mentioned above.

#### **Acceptance of Terms**

A Service provider/ Vendor will, by responding to the Bank's RFQ document, be deemed to have accepted the terms as stated in this RFQ document.

#### **RFQ Closing Date**

RFQ Response should be received by the officials as per the timelines mentioned as above.

#### **Late RFQ Policy**

RFQ responses received after the deadline for lodgment of RFQs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFQ submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFQ. The Bank has no liability to any Respondent who lodges a late RFQ response for any reason whatsoever, including RFQ responses taken to be late only because of another condition of responding. However, Bank has absolute discretion to accept or reject late RFQ submitted by service provider/ vendor looking towards cost / specifications and services offered by the vendor.

#### **RFQ Validity period**

RFQ responses must remain valid and open for evaluation according to their terms for a period of at least six months from the RFQ closing date. The Bank shall have the right at its sole and absolute

discretion to continue the assignment/contract on the selected service provider for future requirement for various items/activities as described in the RFQ after expiry of current assignment period.

The service provider/vendor must guarantee that the price quoted in the RFQ remains fixed for at least three months from the RFQ closure date. No price escalation or revised RFQ will be entertained during this fixed period. However, should there be any cost escalation after this period, the bank reserves the right to consider the second lowest bidder for the allocation of work, subject to evaluating the costs and adhering to the terms and conditions of the RFQ.

#### **Procurement Guidelines**

- All hardware should be hot-swappable dual redundant power supply.
- All hardware should have support for 24x7x365 with 4 hr CTR so that any faulty hardware should be replaced within 4 hours.
- All hardware should have minimum 3 years warranty with additional 2 years AMC
- All hardware should have minimum 5 years support after End-of-sale Declaration.
- The vendor/ successful bidder should provide timely proactive deployment of latest firmware versions/ security patches during the warranty and AMC period with out any extra cost to the Bank.
- All software licenses should be perpetual along with ATS for minimum 5 years.
- All passive components including copper and fiber cables/ connectors should be as per Industry Standard ANSI/TIA compatible. The copper cabling should be minimum CAT6 or above specifications & as per technical specification document requirement.

#### **Delivery:**

The equipment should be delivered within of 6 to 8 weeks from the date of the confirmed order subject to no delay in delivery due to OEM part shortage/semiconductor shortage and situations beyond control from the date of the purchase order.





In such case of delay on account of situations beyond control and OEM part shortage/semiconductor shortage. The service provider will update the same to Bank of Baroda (Botswana) Ltd within 14 working days from the date of order otherwise the delay on account of this will not be allowed.

The service provider will have to pay late delivery charges to Bank of Baroda (Botswana) Ltd @ 0.25% of the purchase order value inclusive of all taxes, duties, levies, etc per week or part thereof for late delivery beyond the due date of delivery, to a maximum of 20% of the total purchase order value inclusive of all taxes, duties, levies etc. if the delay exceeds the maximum percentage of 2% Bank of Baroda (Botswana) Ltd reserves the right to cancel the respective purchase order.

The service provider will be responsible for ensuring proper packing delivery and receipt of the hardware and software as per specification documents at the site(s). Sealed packs will be opened in the presence of Bank of Baroda (Botswana) Ltd officials. The software (systems software language compilers utilities, packaged software etc including complete sets of manuals, Drive, CD If any) should be delivered together with the hardware.

Moreover, the service provider will ensure delivery of all applications and software CDs with their license number after installation hardware/ Network equipment's / firewall etc. supplied as per RFQ to officials designated by Bank after successful completion of project.

All items as part of a purchase order or contract should be delivered together with the equipment. Any component has not been delivered or if delivered is not operational on account of which the equipment thereby excluding the bank from all payment obligations under the terms of this contract. Partial delivery of equipment is acceptable and payment would be released as per terms only after full delivery, bank reserves the right to shift the equipment to new locations and warranty AMC support for the same will continue to be in force at the new location.

#### **Installation:**

Installation at our Datacenter/Branches/Administrative offices, including unpacking of cartons/boxes, will be the responsibility of the service provider. The service provider will have to complete the installation of the server within 2 to 3 weeks from the date of receipt of the all hardware and equipment at Datacenter location and bank's notification for installation of the HW/SW and hand it over to Bank for acceptance testing.

The service provider will have to pay late installation charges to the Bank @ 0.5% of the total purchase order value for delay installation if the delay is caused owing to reasons attributable to the service provider.

The successful bidder is solely responsible for any damage to the entire hardware and equipment supplied as per the RFQ, whether it occurs before or during delivery but within the installation period, resulting from incorrect connections, cabling, configuration errors, or mishandling of hardware. The bank will not provide compensation for such losses or damages incurred by the vendor until the successful setup and operation of the data center are completed and handed over to the bank.

#### **Affixing Asset Tags on HW Equipment:**

It will be the responsibility of the service provider to affix the Asset tags on each piece of equipment being supplied by them to the Bank. The Asset Tags so printed by the service provider must have the company's logo along with other details like call logging no, mail id etc. the asset tag details for the server would be mutually decided by the Bank and the service provider.

#### **Warranty**

**The entire hardware & equipment including system software will remain under onsite comprehensive maintenance warranty (onsite support services) for a period of three years with 24 months AMC.** The service support during warranty period shall be for all Hardware equipment system software (wherever applicable if supplied by the vendor will have to provide a post-installation warranty as per the terms mentioned Servers & it's add on component.

**“Comprehensive warranty (onsite support services) for 36 months from the date of delivery with 24 months AMC.”**

**Moreover, vendor will ensure that all hardware & equipment should have support for a minimum period of 5 years from the date successfully completion of project & after End-of-sale declaration.**



In even or any major equipment/part (i.e. motherboard and any controller) is replaced or any defect in respect of any major equipment part (i.e motherboard and any controller) is corrected for more than two instances of any quarter during the base warranty period of 3 years, where the period of warranty in respect of the entire hardware equipment for an additional period of twelve months from the date of such replacement correction of defects. Patch updating security updates etc. of the system software, BIOS, etc. (wherever applicable if supplied by the service provider to be done in coordination with the Bank. In case of significant failures of specific components Vir Motherboard, HDD, CD Drives any other controller, the entire component (i.e. Motherboard, HDD, CD Drives any other controller) has to be replaced with new ones in a proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The service provider is required to ensure that this kind of situation never arises. The service provider shall be fully responsible for the warranty for all equipment, accessories, spare parts, etc. against any defects arising from design, material manufacturing workmanship or any act or omission of the manufacturers and or the service provider any defects that may develop under normal use of supplied equipment warranty period. The warranty should not become void if the bank buys any other supplemental hardware from a third party and installs it with/in these machines. However, the warranty will not apply to such hardware from a third party and installs it within these machines.

- a) The equipment should be attended to within 4 hours of receipt of the complaint (inclusive of traveling time subject to premise access) in case problems persist systems should be replaced within 72 hours of receiving the complaint and a workable alternate solution should be given till machine is repaired. The replaced equipment should be installed by the successful vendor at no extra cost to the Bank, so that the normal job of the Bank may not get hampered.
- b) Warranty would cover update/ maintenance patches/bug fixes (available from the original equipment manufacturer) for system software & firmware patches bug fixes if any for hardware.
- c) Providing of all deliverables including warranty services etc. under this contract shall be the sole responsibility of the successful vendor. Bank will not be responsible for any delays/violations from third-party OEM Annual maintenance contract (AMC) after installation of equipment.

#### **Annual maintenance contract (AMC) after installation of equipment**

The successful bidder has to compulsory executive AMC agreement with bank for maintenance of Hardware and equipment's supplied as per RFQ to bank at the agreed rate per annum inclusive of VAT. Bank reserve the right to extend the AMC of the devices till the end of support from the OEM. **Successful bidder/ service provider/ vendor will ensure that all hardware & equipment should have support for a minimum period of 5 years from the date successfully completion of project, wherein 3 years warranty support has to be extended under AMC period apart from remaining two years of minimum support period of 5 years.**

#### **Transportation and insurance**

All the costs should include cost, insurance, and freight (CIF basis), however, the service provider has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the service provider to all the equipment until delivery of the equipment to the Bank of Baroda (Botswana) Ltd site The insurance for the equipment is up to the delivery of customer site and "all risks" basis, including war risks fire and theft, and robbery In case any loss or damage of any nature whatsoever occurs until the delivery to customer premises, the service provider shall be responsible for initiating and pursuing claims and settlement and also make arrangements for repair and or replacements of any damaged items.

#### **Payment Terms**

Bank of Baroda (Botswana) Ltd. will place the orders and delivery will be at Gaborone, Botswana at location notified to vendor in PO. The service provider shall make necessary arrangements for processing the purchase orders, including transport permit if any etc. The service provider must accept the payment terms proposed by the Bank. The commercial bid submitted by the service provider must be in conformity with the payment terms proposed by the bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the service provider in case of delays or defaults on the part of the service provider. Such withholding of payment shall not amount to default on the part of the Bank of any of the items/activities as



mentioned in the price bid is not taken up by the bank during the assignment the bank will not pay the professional fees quoted by service provider in the price bid against such activity/tens The payment will be released as follows.

- 5% advance of the purchase order excluding VAT
- 45% of the total cost at the time of delivery excluding VAT
- 40% of total cost-plus VAT after completion of project and successful operation of DC and handover to Bank.
- 10% of Total cost after two months of stabilization of operation of DC.

#### **Requests for Information:**

- Recipients are required to direct all communications for any clarification related to this RFQ to IT Department, Botswana on email ID [it.botswana@bankofbaroda.co.in](mailto:it.botswana@bankofbaroda.co.in).
- All questions relating to the RFQ, technical or otherwise, must be in writing and addressed to the addresses specified as above.
- Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. All queries / clarifications requested must be addressed in the writing only.
- The Respondent must communicate the same in writing well in time as mentioned above. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFQ will be communicated as Addendum to the RFQ and will be published on Banks website under tenders' section only.
- However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFQ closes and all such information and material provided must be taken to form part of that Respondent's response.
- Respondents should invariably provide details of their email address (es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a
- question, then Bank reserves the right to communicate such response to all Respondents.
- The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFQ closes to improve or clarify any response.

#### **Notification**

The Bank will notify the Respondents in writing as soon as practicable after the RFQ Evaluation Complete date, about the outcome of the RFQ evaluation process, including whether the Respondent's RFQ response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

#### **Disqualification**

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

#### **Termination**

Bank shall have the option to terminate this RFQ and / or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing At any time during the course of the RFQ process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request for Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and initiate legal recourse to recover the amount paid till date. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.



### **Service level support**

The successful bidder has to provide onsite technical support service 24x7 for a minimum period of 6 months from the date of installation of Hardware and equipment's & successful operation of DC. Vendor has to include the cost in the tender document for providing onsite technical support of skilled person. Bank will not be responsible & accountable for payment of any additional cost incurred by vendor in offering above services to Bank for respective period if it is not included in tender document. Bank has discretion to reduce minimum period of technical level support of 6 months in case DC operations are stabilized and may be managed by our own team. Professional technical person support cost will be paid on monthly basis to vendor till services of professional skilled person availed by Bank from vendor.

### **Service Level Agreement and Non-Disclosure Agreement**

The service provider shall execute a) Service Level Agreement (SLA) within one month from the date of acceptance of letter of appointment along with acceptance of Purchase Order, which must include all the services and terms and conditions of the services to be extended for minimum period of 5 years as detailed herein, and as may be prescribed or recommended by the Bank. Bank will share SLA agreement copy to Successful bidder/ Vendor/ Service provider only after completion of RFQ process and identification of successful Vendor.

**The service provider shall execute Undertaking for Information/Cyber-Security Measures/Controls for selected SP (as per Annexure-4) & Non-Disclosure Agreement (NDA) (as per Annexure- 5) with the RFQ documents.**

All the expenses related to execution of the all documents shall be borne by the successful bidder

### **SNR Case**

Wherever installation could not be carried out by the vendor due to Bank's dependencies like Site not ready etc. even after 60 days beyond date of delivery then the payment would be released, upon the vendor submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank authority on the Bank's dependencies like site is not ready etc. However, in such a case, vendor shall provide undertaking to complete installation within two weeks of being informed that the site is ready. In such a case, payment of 50% will be released after two months post-delivery **including advance payment of 5%.**

The invoices for claiming the payment should be submitted along with following document

- a) Installation signoff report (dully stamped and signed by the Bank official along with the signature of the engineers from vendor/OEM) after one month of successful installation and satisfactory functioning.
- b) Submission of certificate from Bank authority in case site is not ready (SNR) along with letter of undertaking by vendor to complete installation within a week of being informed that the site is ready
- c) Complete inventory details along with serial numbers of all Hardware equipment delivered against PO with address.
- d) Rest 40% payment will be released on complete installation and satisfactory functioning of DC.
- e) 10% of the cost would be payable after two months of successful stabilization of operations.

(The above payment includes cost of installation charges including taxes in different phases as above)

Payments will be released by Bank as per above payment terms on submission of relevant documents. The bank will pay invoices within a period of 30 days from the date of receipt of accepted invoices. Any dispute regarding the invoices will be communicated to vendor within 15 days from the date of receipt of the invoices. After the dispute is resolved, Bank shall make payment within 15 days from the date of dispute stands resolved.

### **Compliance with Local Laws**

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also, the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the



above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

### **Grievance Redressal and Dispute Resolution**

Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFQ may file a request to the Managing Director, Bank of Baroda (Botswana) Ltd in writing on following postal address. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFQ. All letters must be addressed to the following:

**Managing Director,  
Bank of Baroda (Botswana) Ltd.  
Plot No. 14456 Kamoshungo Road Gaborone West Industrial,  
P.O. Box 216 ADD Postnet Kgale View, Gaborone, BOTSWANA**

### **Dispute Resolution**

The Bank and the Bidder shall make every effort to resolve issues amicably, by direct informal negotiation between the respective project in-charge (i.e. IT head) of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFQ.

If the Bank project In-charge and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the **Managing Director, Bank of Baroda (Botswana) Ltd and top management level of the successful Bidder/ vendor/ service provider.**

If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

The seat and place of arbitration shall be Botswana. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction in Botswana.

### **Governing Laws**

This RFQ and the subsequent contract shall be governed and construed and enforced in accordance with the laws of Botswana, both the Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFQ, only the courts in Botswana shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

### **Prevention of Corrupt and Fraudulent Practices**

Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank of Baroda (Botswana) Ltd and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.



The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### **Information/Cyber-Security Measures/Controls for selected SP**

The Bidder and third-party Service Provider / vendor need to provide an undertaking on their letter head (as per Annexure-4) to comply with the Information and cyber security controls, on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The vendor shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

The vendor has to ensure that outsourced critical IT services are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.

The selected vendor has to abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

#### **The bid submission by related parties**

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

#### **Right to Reject Bids**

Bank reserves the absolute and unconditional right to reject the response to this RFQ if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- a) It is not in conformity with the instructions mentioned in the RFQ document.
- b) It is not properly or duly signed.
- c) It is received through Telex / telegram / fax / WhatsApp message
- d) It is received after expiry of the due date and time.
- e) It is incomplete including non- furnishing the required documents.
- f) It is evasive or contains incorrect information.
- g) There is canvassing of any kind.
- h) Submitted by related parties
- i) It is submitted anywhere other than the place mentioned in the RFQ.

#### **Further Bank reserves the rights to:**

- a) Reject any or all responses received in response to the RFQ
- b) Extend the time for submission of all proposals
- c) Cancel the RFQ at any stage, without assigning any reason whatsoever.
- d) Visit the place of work of the bidder
- e) Conduct an audit of the services provided by the bidder.
- f) Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- g) Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only by giving additional reasonable time to submit revised tender.



### **Penalties and Delays in Service Provider's Performance**

- The Bank expects the SP to provide uninterrupted facility to the Banks DC Site equipment as per the requirements of this RFQ. Inability of the SP to either ensure readiness of the site as per specifications within defined timelines or to meet the service levels as specified shall be treated as breach of contract and would invoke the Charges clause.
- Notwithstanding anything contained above, no such charge will be chargeable on the SP for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.
- Delivery of the Goods and performance of the Services shall be made by the SP in accordance with the time schedule specified by the Bank.
- If at any time during performance of the Contract, the SP should encounter conditions impeding timely delivery of the Goods and performance of the Services, the SP shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the SP's notice, the Bank shall evaluate the situation and may at its discretion extend the SP's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- Any delay by the SP in the performance of its delivery obligations shall render the SP liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.

### **Signing of Agreement**

The successful vendor (service provider) will enter into an agreement with the Bank for supply, installation & maintenance of our Data Center Infrastructure equipment within 30 days from the date of receipt of the order & AMC agreement for maintenance of all Hardware and equipment's of DC for a minimum period of 5 years on agreed terms and conditions. However, bank reserves the right to cancel AMC by giving 3 months' notice if services rendered by vendor is not as per terms and conditions of AMC agreement and to the level of bank satisfaction.

### **General Terms and conditions**

- The RFQ document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- Information Provided: The RFQ document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFQ document.
- Costs Borne by vendor: All costs and expenses (whether in terms of time or money) incurred by the vendor in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the vendor themselves.
- No Legal Relationship: No binding legal relationship will exist between any of the vendor and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- Vendor Obligation to Inform Itself: The Vendor must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFQ document and the meaning and impact of that information.
- Evaluation of Offers: Each Vendor acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFQ document.
- The issuance of RFQ document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledge by submitting its response to this RFQ document that it has not relied on any idea, information, statement, representation, or warranty given in this RFQ document.
- Acceptance of Terms: the bidders will, by responding to the Bank's RFQ document, be deemed to have accepted the terms as stated in this RFQ document
- Only one submission of response to RFQ by each vendor will be permitted.





- The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- The Bank will notify the Vendor in writing as soon as practicable after the RFQ Evaluation Complete date, about the outcome of the RFQ evaluation process, including whether the Respondent's RFQ response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFQ Response (Closing Date)" would be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFQ. The Bank has no liability to any Respondent who lodges a late RFQ response for any reason whatsoever, including RFQ responses taken to be late only because of another condition of responding.
- All questions relating to the RFQ, technical or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Vendor will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Vendor in the manner specified.
- However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Vendor after the RFQ closes and all such information and material provided must be taken to form part of that Vendor's response.
- Vendor should invariably provide details of their email address (as) as responses to queries will only be provided to the Vendor via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Vendors.
- The Bank may in its absolute discretion engage in discussion or negotiation with any Vendor (or simultaneously with more than one Vendor) after the RFQ closes to improve or clarify any response.
- All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other vendor who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFQ process, notwithstanding any copyright or other intellectual property right of the Vendor that may subsist in the submission or accompanying documents
- All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- The bidders required to quote for all the components/services mentioned in the "Project Specification and Technical specification documents" and all other requirements of this RFQ. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.
- In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- The Bank ascertains and concludes that everything as mentioned in the tender documents and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.





- All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- Vendor will not charge any costs associated with compliance assessments, audits, and certification processes to ensure adherence to regulatory requirements, industry standards, cyber security assessment and internal policies governing data center operations and security. Moreover vendor / successful bidder will assist to carry out regulatory inspection and audit to comply with various local standard without any additional cost to Bank.
- Responses to this RFQ should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- The terms and conditions as specified in the RFQ and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFQ. The bidder represents that the proposal to be submitted in response to this RFQ shall meet the proposed RFQ requirement. If any services, functions or responsibilities not specifically described in this RFQ are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFQ, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFQ and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFQ, the Bank expects the bidder to fulfill all the terms and conditions of this RFQ.

**The bidder covenants and represents to the Bank the following:**

- It is duly incorporated, validly existing and in good standing under as per the laws of the Botswana in which the entity is incorporated.
- It has the corporate power and authority to enter into Agreements and perform its obligations there under.

**The execution, delivery and performance under an Agreement by bidder:**

- Will not violate or contravene any provision of its documents of incorporation;
- Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

**The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the implementation of project, from time to time.**

- The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFQ and also would not return the bid documents to the Bidders
- The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- The Bank reserves the right to extend the dates for submission of RFQ document.
- Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether the documents have been properly signed, and whether items are quoted as per the specification documents.



**The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.**

- **Clarification of Offers** – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- **No Commitment to Accept Lowest bid or Any Tender** – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- **Erasures or Alterations** – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in.
- **Price Discussion** – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the
  - ❖ Right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
  - ❖ The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.



**Scope of Work & Technical Proposal:**

Bank of Baroda, (Botswana) Ltd is currently having its data center presence in Bank of Baroda Global data center in Mumbai and Disaster recovery site in Baroda Bhavan, Gachibowli, Hyderabad. The Bank wants to setup their Local Data Center at Botswana along with CBS Finacle 10.x Application Setup at Bank of Baroda, Botswana location.

Following are the high-level scope of work expected from local vendor/bidder.

**Installation & Configuration:**

- All hardware and Software with licenses would be provided by Vendor as per project timelines.
- Vendor need to ensure hardware availability as per RFQ terms and conditions and timelines to ensure no delay in Go live.
- Deployment of all necessary hardware and infrastructure components required for the data center setup at the proposed location as informed by Bank to successful bidder.
- Hardware devices should be mutually compatible for the smooth installation and configuration.
- Hardware devices purchased should be mapped properly on the OEM portal.
- Hardware and solution support escalation matrix should be made available to Bank authorities.
- Hardware servers & device hardening patch deployment should be done.
- All the required hardware accessories like power cables, patch cord, SFPs and others should be supplied along the hardware devices as per the technical specifications and compatibility standard at Botswana.
- Authorized letter from hardware and software OEM to support during the period of contract under the terms & conditions of RFQ.
- Initial Network device configuration, which includes switches, routers, and firewalls. So that the same can be accessed remotely from India.
- IBM pSeries Servers needs to be connected to HMC devices, and ensure necessary LPAR are created.
- HP-UX (Itanium) servers - Based Operating system installation to be carried out with Virtualization modules enabled
- Racking/ stacking/ mounting, installation & configuration of all devices (Hardware/ server/ network / storage and backup devices ensuring RAC level high availability within the data center.
  - a) Mounting & Installation of all servers, networking equipment's, storage device, network & security devices and other relevant equipment's as per Bank requirement and also needs to ensure network connectivity is carried out.
  - b) Implementation of cabling and connectivity solutions to ensure seamless communication between devices.
  - c) It is the responsibility of the local Vendor / successful bidder for ensuring all new IT infrastructure devices are installed and made accessible from the remote site for connectivity for support team available in India and for Botswana local branches.
  - d) Original OS Installation on all procured servers
  - e) HMC Connectivity with Physical IBM Pseries servers
  - f) Network connectivity to all servers (Management, Backup, Data IP and Private IPs) to be configured and refreshing network devices when required.
  - g) Repository of Software bundles to be created as per the installed original OS.
  - h) Storage Connectivity to servers, tape libraries, disk storage system to be configured.
  - i) Support for enabling IPSec on routers for secure communication.
- Perform the Burn Testing with the devices powered on for 24 hrs.
- Local IT Team availability for Hands and Feet Support during the implementation and Stabilization phase
- The configuration details like Static IPs will be provided by Bank or its authorized vendor to get the same configured.
- Configuration of servers, switches, routers, firewalls, and other networking devices according to the bank's requirements and industry best practices.



- Implementation of security measures, including access controls, encryption, and intrusion detection/prevention systems, to safeguard sensitive data
- Configuration of backup and disaster recovery solutions to ensure data integrity and business continuity.

#### **Server Readiness**

- Initial Hardware and the Operating system deployment as per Bank specification need to be carried out by local vendor / successful bidder.
- The local vendor/ Successful bidder needs to ensure that all the server hardware and network equipment's are connected to network and the console network should be remotely accessible as per Bank requirement.
- Local Vendor also needs to ensure that all the IT hardware is racked and stacked in racks, and also needs to ensure network connectivity is carried out.
- Storage device connectivity to SAN Fabric and necessary zoning activities needs to be carried out by local vendor.
- Network switches and the initial firewall configurations needs to be carried out by local vendor.
- Post remote connectivity the Bank or its authorized vendor would be involved in building servers and enabling necessary services on the respective servers. Storage allocations as per application terms requirement will be carried forward.
- Enabling all the devices to integrate with the existing monitoring system.

#### **Maintenance:**

- Regular maintenance and health checks of hardware components to ensure optimal performance and reliability.
- Prompt identification and resolution of hardware or software issues to minimize downtime and disruptions.

#### **Support:**

- 24/7 availability of support personnel for urgent incidents and emergencies.
- Performance tuning and optimization to improve system efficiency and responsiveness.
- Knowledge transfer and training sessions for bank staff to enhance their understanding of data center operations and maintenance procedures.

#### **Documentation:**

- Comprehensive documentation of all installed hardware, software configurations, network diagrams, and operational procedures.
- Regular updates to documentation to reflect any changes or modifications made to the data center environment.
- Provision of user manuals, troubleshooting guides, and other instructional materials to facilitate effective system management and troubleshooting.

#### **Compliance:**

- Adherence to industry standards, regulatory requirements, and best practices for data center operations and security.
- Compliance with the bank's internal policies and guidelines regarding IT infrastructure management and data protection.
- Will assist to perform regular audits and assessments to ensure ongoing compliance with relevant standards and regulations.
- Technical support in Vulnerability assessment to be ensured post implementation. Fully Complied VA report required before going live.



**Commercial Bid (items wise)**

Attached under is structured breakdown of pricing and costs associated with individual items or components listed in a bid or proposal for a commercial project. However, for details, please refer to the specification document under Annexure - 3.

Table - A						
S.No.	Description	Qty.	Per unit price	Total Amount	Applicable VAT Tax.	Total amount including Tax.
1.	<b>App Servers (with 3 years on demand comprehensive warranty onsite support)</b>  Make & Model : HPE Integrity rx2800 i6 CPU: Intel Itanium 9700 series Speed: 2 X 8 Core (2.5) Memory: 256 GB RAM HDD(internal qty and capacity) 2x1.2 TB SSD LAN Qty and speed: 4 Ports- 10/25 Gbps FC HBA Qty & speed : 2x2 port 8/16 Gbps HBA OS Type & Version : HPUX B.11.31 HA Type : Rack Mount Yes Power supply (redundant- hot swappable) : Yes Role: C++/ J2EE/ CSIS App	<b>(A)</b> 02	<b>(B)</b>	<b>(C= AXB)</b>	<b>(D)</b>	<b>(E= C+D)</b>
2.	<b>DB Servers (with 3 years on demand comprehensive warranty onsite support)</b>  Make & Model : IBM Power S1022 CPU: IBM Power 9 / 10 Sped: 2 X (12 / 16) Core Memory: 256 GB HDD (Internal) Qty & Capacity: 4x600 GB SSD LAN Qty & speed : 4 ports – 10x25 Gbps FC HBA Qty & Speed: 2x2 port 8/16 Gbps HBA OS Type & Version : IBM AIX 7.3 Type : Rack Mount Yes Power Supply (Redundant – Hot Swappable): Yes Role : FINDB/CSIS DB	02				
3.	<b>OHS Servers (with 3 years on demand comprehensive warranty onsite support)</b>  Make & Model : HPE ProLiant 360 / 380 CPU: Intel Xeon 4 th Gen Processor Sped : 1 X 32 Core Memory: 128 GB RAM	02				



	HDD (Internal) Qty & Capacity: 4x960 GB SSD LAN Qty & Speed : 4 Ports- 10/25 Gbps FC HBA Qty & Speed : 2x2 Port 8/16 Gbps HBA OS Type & Version : Redhat Linux 8 and above Type : Rack Mount Yes Power supply (Redundant – Hot swappable): Yes					
<b>For CSIS APP/CSIS DB- it is proposed to run CSIS APP on standby node of APP/J2ee node with OS cluster configuration. The similar setup will be done for CSIS DB in DB servers. For Details, please refer specifications document</b>						
4.	<b>Storage Devices (with 3 years on demand comprehensive warranty onsite support)</b>  NetApp FAS2750 Storage with 2 nodes (1 HA Pair) with RAW Capacity 15 TB Storage space <b>(Provides both Block level and File level Storage access.)</b>	01				
5.	<b>SAN Fabric – Switches (with 3 years on demand comprehensive warranty onsite support)</b>  HPE SN3600B 32Gb 24 port switches Fully populated with trans-receiver & Licenses) – with backward compatibility of 4 / 8 / 16 Gbps. Make & Model: Net app FAS2750 No of Nodes: 2 Nodes (1HA pair) Storage Capacity: 15 TB SSD Disk Protocols supported: FC, FCoE, iSCSI, NFS, pNFS, CIFS/SMB Type: Rack Mount: Yes Power Supply (Redundant): Yes SAN Cable: 50 MPO Cable – 10 meter supporting speed of 8/16/32 Gbps	02				
6.	<b>Backup Solution (with 3 years on demand comprehensive warranty onsite support)</b>  Tape Library : HPE MSL 2024 with 2 drives (LTO 7 / 8 / 9)  Cartridges - Initially 10 and expandable up to 24	01				
7.	<b>Backup software (with 3 years on demand comprehensive warranty onsite support)</b>  Dell EMC Networker Backup Software	01				





8.	<p><b>Backup and Storage Management Servers (with 3 years on demand comprehensive warranty onsite support)</b></p> <p>Make &amp; Model : HPE ProLiant 360 / 380  CPU : Intel Xeon 4 th Gen Processor  Speed : 1 X 32 Core  Memory :128 GB RAM  HDD :(Internal) Qty &amp; Capacity 4 X 960 GB  LAN Qty &amp; Speed: 4 ports  HBA Qty &amp; speed : 2x2 port 8/16 Gbps  HBA  OS type &amp; version: Redhat Linus 8 (or) Microsoft Windows  Type : Rack mount : Yes  Power Supply (Redundant) : Yes</p>	02				
9.	<p><b>Network switches for Data Center (with 3 years on demand comprehensive warranty onsite support)</b></p> <p><b>Make and Model:</b> Arista DCS-7050SX3-48YC8-F  <b>Required minimum specification:</b>  Switch should have 48 ports or more, capable of 1/10/25 GbE SFP+ and 8x40/100G uplinks  All ports should be populated with 24 x 1Gbps Copper SFP and 24x 10/25 Gbps SFP+ multimode fibre from day one and should support a mix of 1 G and 10/25 G SFP in future with mere replacement of SFPs by the Bank and all 8x 100 GB SFP should be populated from day one  Switch should support minimum 4 Tbps switching capacity/throughput or more  Shall support Non-blocking architecture and wire-speed Layer-2 and Layer-3 forwarding  For SFP/SFP+, shall support 10/25 GBE and 25GBASE-MR-XSR, MultiRate SFP  Switch should support minimum 1 micro sec or less of latency for high speed switching.  <b>((Please refer Annexure-3 for more details) under Para Network point no. 1 to 10)</b></p>	04				



10.	<p><b>Cisco Firewall (Cisco FirePower 2110) (with 3 years on demand comprehensive warranty onsite support)</b></p> <p>Firewall should not be proprietary ASIC based in nature &amp; should be open architecture based on multi-core CPU's to protect &amp; scale against dynamic latest security threats. Each Appliance should have at least 16 X GE RJ-45 Ethernet interface &amp; 1 GE Management, &amp; Console Interface. The networks switches support 1Gb interface, hence relevant optics or cables for connecting with the switches needs to be factored. <b>((Please refer Annexure-3 for more details) under Para Firewall point no. A to I)</b></p>	02				
11.	<p><b>Network cable (with 3 years on demand comprehensive warranty onsite support)</b></p> <p>Fiber Cable : a 2 Meters b 10 Meters – 50 Numbers Cat6 – a 2 Meters b 10 Meters (No. means Numbers)</p>	<p>50 no. 50 no. 50 no. 50 no.</p>				
12.	<p><b>Onsite Technical skilled support resources cost per person / per month for 6 months</b></p> <p><b>(This cost will be paid on monthly basis on the basis of services availed of a person per shift as per mutually agreed terms )</b></p>	Per persons considering 8 hours per person /per shift				
13.	<p><b>Comprehensive Onsite Annual maintenance charges for entire hardware and equipment's supplied for 4th and 5th Year</b></p>					
	<b>Total cost</b>					

## Technical Specification documents

### Detail of all Hardware Peripherals and Network equipment

#### Server :

	App Servers- 2 Nos	DB Servers- 2 Nos	OHS Servers-2 Nos
	Application Tier	Data Base Tier	Web Tier
<b>Make &amp; Model :</b>	HPE Integrity rx2800 i6	IBM Power S1022	HPE ProLiant 360 / 380
<b>CPU</b>	Intel Itanium 9700 series	IBM Power 9 / 10	Intel Xeon 4 th Gen Processor
<b>Sped</b>	2 X 8 Core (2.5)	2 X (12 / 16) Core	1 X 32 Core
<b>Memory</b>	256 GB RAM	256 GB	128 GB RAM
<b>HDD (Internal) Qty &amp; Capacity</b>	2 X 1.2 TB SSD	4 X 600 GB SSD	4 X 960 GB SSD
<b>LAN Qty &amp; Speed</b>	4 ports - 10/25 Gbps FC	4 ports- 10/25 Gbps FC	4 ports- 10/25 Gbps FC
<b>HBA Qty &amp; Speed</b>	2 X 2 port 8 / 16 Gbps HBA	2 X 2 port 8 / 16 Gbps HBA	2 X 2 port 8 / 16 Gbps HBA
<b>OS Type &amp; Version</b>	HPUX B.11.31 HA	IBM AIX 7.3	Redhat Linux 8 and above
<b>Type : Rack Mount</b>	Yes	Yes	Yes
<b>Power Supply (Redundant-Hot swappable)</b>	Yes	Yes	Yes
<b>Role</b>	C++ / J2EE / CSIS App	FINDB / CSIS DB	

For CSIS APP/CSIS DB- it is proposed to run CSIS APP on standby node of APP/J2ee node with OS cluster configuration. The similar setup will be done for CSIS DB in DB servers.

#### Data Base Tier:

Additional **IBM Hardware Management Console (HMC)** device is also factored for hardware level virtualization in the entire solution and **IBM Power HA (HACMP)** clustering software for cluster configurations. Use the IBM HMC, each IBM pSeries server will be logically partitioned in to 2 LPARs.

LPAR 1	Core Banking Database
LPAR 2	CSIS Database

#### Application Tier:

On each Itanium server, HP-UX base Operating System will be deployed and enable **virtualization** for build 3 virtual machines per base server.



Virtual Machine 1	J2EE Server Component
Virtual Machine 2	C++ / Uniser App Component
Virtual Machine 3	CBC / CSIS App Component

### Web Tier:

The Core Banking System Web tier will be deployed on the HPE x86 based hardware and the server specifications for the same are as below:

### Storage Devices

- One NetApp FAS2750 Storage with 2 nodes (1 HA Pair) with **RAW Capacity 15 TB Storage** space
- Provides both Block level and File level Storage access.

Make & Model:	NetApp FAS2750
No of Nodes	2 nodes (1 HA Pair)
Storage Capacity	15 TB SSD Disk
Protocols Supported	FC, FCoE, iSCSI, NFS, pNFS, CIFS/SMB,
Type: Rack Mount	Yes
Power Supply (Redundant)	Yes
SAN Cable	50 MPO cables – 10 meter supporting speed of 8/16/32 Gbps

### SAN Fabric:

SAN Switches – 2 Nos

(HPE SN3600B 32Gb 24 port switches Fully populated with trans-receiver & Licenses) – with backward compatibility of 4 / 8 / 16 Gbps.

Make & Model	NetApp FAS2750
No of Nodes	2 nodes (1HA Pair)
Storage Capacity	15 TB SSD Disk
Protocols Supported	FC, FCoE, iSCSI, NFS, pNFS, CIFS/SMB,
Type: Rack Mount	Yes
Power Supply (Redundant)	Yes
SAN Cable	50 MPO Cables - 10 meter supporting speed of 8/16/32 Gbps

### Backup Solution:

#### **Tape Library:**

- Tape Library: HPE MSL 2024 with 2 drives (LTO 7 / 8 / 9) with autoloader for automatic tape rotations
- Cartridges - Initially 10 and expandable up to 24
- The proposed storage solution will be providing both Block level access and file-based access.

**Backup Software:** Dell EMC NetWorker Backup Software

Backup and Storage Management Servers: 2 servers (Considering high availability)

<b>Nos of servers</b>	<b>2 Nos.</b>
<b>Make &amp; Model :</b>	HPE ProLiant DL 360 / DL 380
<b>CPU</b>	Intel Xeon 4 th Gen Processor
<b>Speed</b>	1 X 32 Core
<b>Memory</b>	128 GB RAM
<b>HDD (Internal) Qty &amp; Capacity</b>	4 X 960 GB
<b>LAN Qty &amp; Speed</b>	4 ports
<b>HBA Qty &amp; Speed</b>	2 X 2 port 8 / 16 Gbps HBA
<b>OS Type &amp; Version</b>	Redhat Linux 8 (or) Microsoft Windows
<b>Type : Rack Mount</b>	Yes
<b>Power Supply (Redundant)</b>	Yes

### Software Licenses

Apart from OS & other applications as mentioned in technical specification documents, vendor has to provide software licenses as under:

- Red Hat Enterprise Linux – 4 Nos.
- IBM AIX 7.2 / 7.3 – 4 Nos.
- HPUX – 11.31 – 8 Nos (2 Base Servers and 6 VMs) and virtualization license
- HAProxy on RHEL – Open Source

### Network:

#### Switch

<b>Technical Specifications: Switch for Data Centre– Qty 4</b>	
<b>Make and Model : Arista DCS-7050SX3-48YC8-F</b>	
<b>Sr.No</b>	<b>Required Minimum Specifications</b>
<b>1</b>	<b>Hardware &amp; Interface / Performance</b>
	Switch should have 48 ports or more, capable of 1/10/25 GbE SFP+ and 8x40/100G uplinks
	All ports should be populated with 24 x 1Gbps Copper SFP and 24x 10/25 Gbps SFP+ multimode fibre from day one and should support a mix of 1 G and 10/25 G SFP in future with mere replacement of SFPs by the Bank and all 8x 100 GB SFP should be populated from day one
	Switch should support minimum 4 Tbps switching capacity/throughput or more
	Shall support Non-blocking architecture and wire-speed Layer-2 and Layer-3 forwarding
	For SFP/SFP+, shall support 10/25 GBE and 25GBASE-MR-XSR, MultiRate SFP
	Switch should support minimum 1 micro sec or less of latency for high speed switching.
	Switch should have console port
	Switch should have management interface for Out of Band Management with support for 100M/1G Speeds.
	Shall Support USB port
	Switch must support minimum 32Mb Intelligent Buffer with support for Dynamic Buffer allocation, also this buffer should not be split into multiple slices.
	Switch should have all the license enable for integrating with VXLAN based controller.
	Switch should support for different logical interface types like loopback, VLAN, SVI, Port Channel/LAG, multi chassis port channel etc
	Control Plane should comprise - Quad Core x86 CPU, 8Gb DRAM and 8Gb Flash



	Shall support min 256K MAC.
	Shall support upto 350K IPv4 Routes.
	Shall support upto 190K or more IPv6 Unicast entries.
	Shall support upto 100K IPv4 Multicast entries.
	Switch should have N+1 level of redundancy for power supply and fans
	Switch should support AC Power supply with min 90% efficiency or better
	Should support both Front-to-back and back-to-front reversible airflow for optimized cooling
	Switch should support in-line hot insertion and removal of different parts like modules/ power supplies/ fan tray etc and should not require switch reboot & should not disrupt the functionality of the system
	Switch should have Max Power Consumption of 708W or less
	Switch must support Precision Time Protocol helps in synchronizing visibility of data flow across the fabric device.
<b>2</b>	<b>Operating System</b>
	Should support modern modular operating system designed for Performance, scalability and reliability based on Statefull Architecture
	Should support Industry standard CLI
	Should support Software Fault Containment and Stateful Fault Repair of individual agents(processes) running on the OS
	Shall support Self Healing of Agent(processes) using Health Monitoring Mechanism
	Should support Real Time Telemetry for streaming of telemetry information
	Should support Configuration roll-back and check point
	<b>Should support programming in python, C++,GO or other supported protocol for programming the switch.</b>
	Should provide direct access to the Linux bash where Linux general utilities/commands can be executed
<b>3</b>	<b>Layer 2</b>
	Shall Support IEEE 802.1Q VLAN Tagging
	Shall Support IEEE 802.1w Rapid Spanning Tree
	Shall Support IEEE 802.1s Multiple Spanning Tree Protocol
	Switch should support VLAN Trunking (802.1q) and should support 4096 VLAN
	Switch should support basic Multicast IGMP v2, v3
	Shall support 802.3ad Link Aggregation LACP with up to 32 ports/channel
	Shall support 128 Link Aggregation Groups (LAG)
	Shall support 32 ports active/active layer2/Layer3 multipathing redundancy
	Shall support 802.1AB Link Layer Discovery Protocol (LLDP)
	Shall support Port Mirroring
	Shall support 802.3x Flow Control
	Shall support Jumbo Frames 9216 Bytes
	Shall support active/active layer-2 topology without STP where host are dual homed to switch using vPC or MLAG
	Switch must support resilient L2 Hashing and ECMP
	Switch should provide gateway level of redundancy in Ip V.4 and IP V.6 using VRRP or equivalent
	Shall Support IEEE 802.1D Bridging and Spanning Tree
	Shall Support IEEE 802.3ab 1000BASE-T





	Shall Support IEEE 802.3z Gigabit Ethernet
	Shall Support IEEE 802.3ae 10 Gigabit Ethernet
	Shall Support IEEE 802.3by 25 Gigabit Ethernet
	Switch must 802.3ba 40 and 100 Gigabit Ethernet
<b>4</b>	<b>Layer 3</b>
	Shall support basic Layer-3 Routing
	Shall support minimum 64-way ECMP routing for load balancing and redundancy
	Shall support OSPF, OSPFv3, BGP, MP-BGP, IS-IS, and RIPv2
	<b>Shall support PIM-SM or SSM multicast routing</b>
	Shall support BFD v4 and v6 VRF Aware
	Shall support BFD for LAG Link and Multihop BFD
	Shall support Route Maps
	Shall support Anycast RP
	Shall support EVPN
	Switch should support Dynamic Load Balancing Feature
	<b>Switch should support Traffic aware ECMP</b>
	Switch shall support IEEE 1588 PTP(Precision Time Protocol) with PTP Modes (Transparent Clock and Boundary Clock)
	Switch must support uRPF
	Switch must support NAT
	Switch must support VxLAN with Routing and Bridging in Hardware in single pass
	RFC 2460 Internet Protocol, Version 6 (IPv6) Specification
	RFC 4861 Neighbor Discovery for IP Version 6 (IPv6)
	RFC 4862 IPv6 Stateless Address Autoconfiguration
	RFC 4443 Internet Control Message Protocol (ICMPv6) for the Ipv6 Specifications
<b>5</b>	<b>Quality of Service (QoS)</b>
	Up to 8 queues per port
	802.1p based classification
	DSCP based classification and remarking
	Rate limiting
	Switch should support for different type of QoS features for real time traffic differential treatment using Strict Priority Queuing
	Switch should support to trust the QoS marking/priority settings of the end points as per the defined policy
	Explicit Congestion Notification(ECN)
	Switch must support Per Priority Flow Control(PFC)
	DCBX Support - Data Center Bridging Extension
	<b>ACL based or equivalent protocol based DSCP Marking</b>
	<b>ACL based or equivalent protocol based Policing</b>
	Policing Shaping
	Switch should support control plane policing to protect switch CPU from DoS attack



	Shall Support IEEE 802.1p QOS/COS
<b>6</b>	<b>Security and Network Management</b>
	Shall Support security ACLs
	Shall Support TACACS+/RADIUS
	Switch should support IP Source guard, ARP inspection, DHCP Snooping
	Shall Support SNMP v2, v3
	Shall Support Management over IPv4, IPv6
	Switch should provide remote login for administration using:
	a. Telnet
	b. SSHV2
	Shall Support Syslog
	Shall Support AAA
	Shall Support Port Mirroring
	Shall Support sFlow / NetFlow
	Switch should support for management and monitoring status using different type of Industry standard NMS using:
	a. SNMP V1 and V.2
	b. SNMP V.3
	c. Filtration of SNMP using Access list
	d. SNMP MIB support for QoS
	Switch should support for basic administrative tools like:
	a. Ping
	b. Traceroute
	Shall support built in TCP Dump or Wireshark trouble shooting tool or equivalent
	Switch should support for sending logs to multiple centralised syslog server for monitoring and audit trail
	Switch should support central time server synchronization using Network Time Protocol
	Switch should provide different privilege for login in to the system for monitoring and management
<b>7</b>	<b>Monitoring, Provisioning</b>
	Shall support Advance Event Management for pro-active network monitoring or equivalent
	Shall support Restoration of Operating System & Configuration from USB
	Shall support CLI scheduler, Shell script, for timed automation, and event manager for triggered automation
	Shall support centralized script/system to configure a switch without user intervention
<b>8</b>	<b>Automation and Extensibility</b>
	Switch must open APIs to be managed from any northbound controller.
	Switch must support all devops tools like Ansible, Chef, Puppet and Salt stack.
	Switch must support Openconfig
<b>9</b>	<b>Data center Advanced Features and Network Virtualization</b>
	Fabric Device must support Vxlan routing/bridging in hardware.
	Switch should support multi OEM hypervisor environment and should be able to sense movement of VM and configure network automatically; with complete visibility.
	<b>Solution must support visibility via integration into Container Workloads</b>



	<b>Vxlan routing and switching must also be supported in non-default or default VRFs for multitenancy</b>
	Switch should have capability to run Docker container on switch.
10	<b>Mandatory Compliance :</b>
	All categories of Switches, Transceivers & Switch OS should be from same OEM
	All active managed proposed switches/switch OS should be EAL / NDcPP Common criteria certified.
	All licenses and OS required for full layer 2/ layer 3 features shall be provided from day one

#### Firewall

	<b>Required Minimum Specifications Firewall – Qty- 2 (Cisco FirePower 2110)</b>
<b>A</b>	<b>Industry Certifications and Evaluations</b>
1	Firewall should not be proprietary ASIC based in nature & should be open architecture based on multi-core cpu's to protect & scale against dynamic latest security threats.
2	Each Appliance should have at least 16 X GE RJ-45 Ethernet interface & 1 GE Management, & Console Interface. The networks switches supports 1Gb interface, hence relevant optics or cables for connecting with the switches needs to be factored.
<b>B</b>	<b>Platform Requirement</b>
1	The detection engine must be capable of operating in both passive (i.e., monitoring) and inline (i.e., blocking) modes.
2	The device should have functionality of hardware / Software Fail Open
3	The firewall solution should support Active/Passive load balancing with stateful Failover
<b>C</b>	<b>Performance &amp; Scalability</b>
1	Cisco 2110 Firewall Should have minimum Inspected <b>throughput of 2 Gbps</b> for all kinds of real word traffic after enabling the IPS and Application visibility feature
2	Cisco 2110 Firewall Should support minimum 1 million concurrent connections or more and minimum <b>12000 new connection per second</b> with Application Visibility and Control.
3	Cisco 2110 Firewall Appliance should have a feature of holding multiple OS images to support resilience & easy rollbacks during the version upgrades. Firewall Appliance should have on-box storage capacity for OS images & log storage
<b>D</b>	<b>URL Filtering</b>
1	Cisco 2110 Firewall Should be able to create policy based on URLs specifying in the rules
2	Cisco 2110 Firewall Should be able to define URL category based on Risk level
<b>E</b>	<b>AMP</b>
1	Appliance should be capable of working in Inline Blocking mode without depending on other network components like a separate FW, IPS or Web Security Appliance. AMP license should be given from day 1. Solution should be capable of identifying zero days threat and same should be considered from day one.
2	Cisco 2110 Solution should be capable of blocking call-backs to CnC Servers
3	Cisco 2110 Solution should be capable of blocking threats based on both signatures and behavior
4	The anti-APT Solution should be capable of employing an extensive set of contextual information (e.g., pertaining to the composition, configuration, and behavior of the network and its hosts) to improve the efficiency and accuracy of both manual and automatic analysis of detected events.
5	Detection rules should be based on an extensible, open language that enables users to create their own rules, as well as to customize any vendor-provided rules.
6	Cisco 2110 solution should be capable to analysis & block TCP and UDP protocols to identify attacks and malware communications. At a minimum, the following protocols are supported for real-time inspection, blocking and control of downloaded files: HTTP, SMTP, POP3, IMAP, Netbios-ssn and FTP.



7	The solution should be capable of protecting against spear phishing attacks
8	The solution should be capable of exempting specific hosts from specific compliance rules and suppressing corresponding compliance events and alerts.
9	The solution should detect and classify mobile devices as mobile devices. For example: iPad, iPhone and Blackberry devices. These devices should be discovered and related back to the user, applications, and possible services they offer
10	The solution should be capable of whitelisting trusted applications from being inspected and not an entire segment to avoid business applications from being affected & in turn productivity
11	The solution should be capable of blocking traffic based on geo locations to reduce the attack landscape and to protect communication to unwanted destinations based on geography
12	The solution shall be able to detect attacks on 64-bit operating systems
13	All the devices shall be managed centrally and should be capable of <ul style="list-style-type: none"><li>• Centralized, life cycle management for all sensors</li><li>• Aggregating all events and centralized, real-time monitoring and forensic analysis of detected events</li><li>• Must provide a highly customizable dashboard</li></ul>
14	Cisco 2110 solution must be capable of passively gathering information (without active scanning) about network hosts and their activities
15	Cisco 2110 solution must be capable of passively gathering information about session flows for all monitored hosts, including start/end time, ports, services, and amount of data.
16	Cisco 2110 solution must be capable of passively detecting pre-defined services, such as FTP, HTTP, POP3, Telnet, etc., as well as custom services.
17	Cisco 2110 solution must be capable of storing user-defined host attributes, such as host criticality or administrator contact information, to assist with compliance monitoring.
18	Cisco 2110 solution must be capable of passively gathering user identity information, mapping IP addresses to username, and making this information available for event management purposes.
19	Cisco 2110 solution must have a granular rule mechanism that allows specifying what type of traffic and transfer context will be subject to the process of analysis and prevention of advanced malware in real time.
20	Cisco 2110 solution must Detect, control access and inspect for malware at least the following file types: Microsoft Office files, executables, multimedia, compressed documents, Windows dump files, pdf, jarpack, install shield.
21	Cisco 2110 solution must have capability to Analysis of APTs and malwares must be performed in real-time using hybrid analysis capabilities, using various analysis and control strategies, including simultaneously, whether the local, remote or hybrid execution technology for the determination of advanced malware.
22	Cisco 2110 solution must allow granular definition of the type of compressed files to be analysed, including traffic control options and their access to preventive actions.
23	The NBA capability must provide the ability to link Active Directory and/or LDAP usernames to IP addresses related to suspected security events.
24	Cisco 2110 Firewall Should provide out of box Categories based on Application types, Security Risk level etc
<b>F</b>	<b>Management</b>
1	The management platform must be available in virtual form factor.
2	The management platform must be accessible via a web-based interface and ideally with no need for additional client software
3	The management platform must provide a highly customizable dashboard.
4	The management appliance should be able to support 25 appliance if required in future
5	Cisco 2110 solution must be capable of passively gathering user identity information, mapping IP addresses to username, and making this information available for event management purposes.



6	Cisco 2110 solution must be capable of significantly reducing operator effort and accelerating response to threats by automatically prioritizing alerts, ideally based on the potential for correlated threats to successfully impact the specific hosts they are directed toward
7	The management platform must be capable of role-based administration, enabling different sets of views and configuration capabilities for different administrators subsequent to their authentication.
8	Cisco 2110 Firewall Should support REST API for monitoring and config programmability
9	The management platform must provide multiple report output types or formats, such as PDF, HTML, and CSV.
10	The management platform must support multiple mechanisms for issuing alerts (e.g., SNMP, e-mail, SYSLOG).
11	The management platform must provide robust reporting capabilities, including a selection of pre-defined reports and the ability for complete customization and generation of new reports.
12	The management platform must risk reports like advanced malware, attacks and network
13	The management platform must include an integration mechanism, preferably in the form of open APIs and/or standard interfaces, to enable events and log data to be shared with external network and security management applications, such as Security Information and Event Managers (SIEMs), and log management tools.
14	Centralized Management Server should be deployed in VM (to be provided by Bank) and all necessary license should be provided from day one.
<b>G</b>	<b>Licensing Requirement</b>
1	Cisco 2110 Solution should have enterprise license without any restrictions.
2	Cisco 2110 Solution should be on Distributed Architecture for Threat Prevention along with Dedicated Management, Logging and Reporting Framework.
3	The offered product part codes have to be General Availability Part codes and not custom built. There should be reference of Products to the public website of the OEM
4	Any third party product required to achieve the functionality should be provided with the necessary enterprise version license of software/appliance
<b>H</b>	<b>High Availability Requirements:</b>
1	The HA solution should support stateful session maintenance in the event of a fail-over to a standby unit/s.
2	The HA solution should support Active/Active or Active/Passive load balancing with state full Failover
3	The High Availability should be supported in the Firewall from the day one and without any extra license
4	The upgrade of HA pair should be seamless without any downtime
5	HA solution deployed should support hitless upgrade for both Major and Minor codes
<b>I</b>	<b>Logging &amp; Reporting</b>
1	Must integrate with centralized logging & reporting solution of same OEM for better reporting
2	Also should have feature to integrate with syslog & SNMP server
<b>J</b>	<b>Network Cable:</b>
1	<b>Fibre cable: 50 nos – 2 meters, 50nos -10 meters</b>
2	<b>Cat6 -50 nos – 2 meters, 50nos -10 meters</b>

**Undertaking for Information/Cyber-Security Measures/Controls for selected SP**

To,  
The Managing Director,  
Bank of Baroda (Botswana) Ltd.  
Plot No. 14456, Kamoshungo Road, Gwest Industrial,  
Near Old Nokia Circle, Gaborone  
P.O. Box – 216 ADD, Post Net Kgale view, Gaborone, Botswana.

Dear Sir,

**Sub: RFQ for Supply, Installation, configuration and Maintenance of Data Center Hardware and Network Equipment's.**

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

Further we undertake that the Software/ hardware and Services which will be delivered or provided under this Agreement are not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark

Dated this.....by .....2024

Yours faithfully,

Authorized Signatory Name : .....

Designation : .....

Bidder's Corporate Name : .....

Address : .....

.....

Email and Phone # : .....



## Non-disclosure agreement

This Agreement is made in Gaborone, Botswana this..... Day of ..... 2024 by.....

..... and between Bank of Baroda (Botswana) Limited, (incorporated under the Companies Act CAP.42:01 and licensed by Bank of Botswana to operate as Commercial Bank under Section 3 of the Banking Act CAP. 46:04) having its Head Office at Plot No. 14456 Kamoshungo Road, Gaborone West Industrial, PO Box 216 ADD Postnet Kgale View, Gaborone Botswana, hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

### AND

....., a company, hereinafter referred to as “the Service Provider” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Service Provider hereinafter are individually referred to as “Party” and collectively as “Parties”)

### WHEREAS

Bank of Baroda (Botswana) Ltd is one of the Banks in Botswana with a branch network of 4 branches in Botswana. Bank desires to select a

Service Provider for Procurement/ installation/ maintenance of Data Centre Hardware peripherals, Network equipment's as per Specification Documents (RFQ Name).

In response to RFQ / Bid no ----- dated ----- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of Supply, Installation & Maintenance of Data Centre Hardware peripherals, Network equipment's. It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly, Bank has issued a -----.

It was a condition in the RFQ that the Parties would enter into a Non-Disclosure Agreement which shall include all the services and terms and conditions as detailed here in.

### 1. TERM

This Agreement shall come into force on 31st March 2024 and shall be in force and effect for a period of 30 days from the date of this agreement, unless Bank terminates the Agreement by giving a prior written notice of 15 days as per the terms of this Agreement.

### 2. SCOPE OF SERVICE

The Service Provider agrees to offer services as part of the scope of RFQ as mentioned in Annexure-1 of RFQ documents. Bank of Baroda (Botswana) Ltd reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

### 3. CONFIDENTIAL INFORMATION:

The term "Confidential Information" shall mean any and all information disclosed by the Bank to the Recipient, whether in oral, written, electronic, or any other form, that is marked as confidential or would reasonably be considered confidential under the circumstances. Confidential Information includes, but is not limited to, the RFQ document, technical specifications, pricing information, and any discussions related thereto.

### 4. SINGLE POINT OF CONTACT & DIRECT SUPPORT



(Please incorporate following details – Name, designation, address, email address, telephone /mobile No.)  
Escalation matrix for support should also be provided with full details.

## **5. THE SERVICE PROVIDER:**

- i. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- ii. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- iii. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Labour law of country or any other laws related to same) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- iv. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- v. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- vi. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.

## **6. CONFIDENTIALITY**

The Service Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

- a. Maintain the confidentiality of the Confidential Information and not disclose it to any third party without the prior written consent of the Bank.
- b. All Bank of Baroda (Botswana) Ltd or its parent Bank product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of Bank. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.
- c. Service Provider shall not make or retain any copies or record of any Confidential Information submitted by Bank other than as may be required for the performance of Service Provider.
- d. Service Provider shall notify Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- e. Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.
- f. Service Provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.



- g. Use the Confidential Information solely for the purpose of evaluating and preparing a response to the RFQ.
- h. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by Bank under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However, the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by Bank was known to or in the possession of the Service Provider at the time of disclosure;
- iii. Was disclosed or parted with the prior consent of Bank;
- iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Bank.
  - The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
  - In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

Notwithstanding above, Bank of Baroda (Botswana) Ltd shall take all the reasonable care to protect all the confidential information of service provider delivered to Bank while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.

## **7. EXCLUSIONS FROM CONFIDENTIAL INFORMATION:**

The obligations set forth in this Agreement shall not apply to any information that:

- a. Is or becomes publicly available through no fault of the Recipient.
- b. Is rightfully received by the Recipient from a third party without any obligation of confidentiality.
- c. Was already known to the Recipient prior to its disclosure by the Bank, as evidenced by written records.
- d. Is independently developed by the Recipient without reference to or use of the Confidential Information.

## **8. INDEMNITY**

The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, subcontractors in performance of the obligations under this Agreement; and/or • claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and nonprovision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors



- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

- notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and
- cooperates with the Service Provider in the defense and settlement of the claims.

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

Indemnity shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.

In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

## **9. PROPERTY RIGHTS**

Each Party owns and retains all rights, title and interests in and to its respective Preexisting Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other. than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Botswana Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

## **10. RETURN OF CONFIDENTIAL INFORMATION:**

Upon written request by the Bank, or upon termination of discussions related to the RFQ, the Recipient shall promptly return or destroy all Confidential Information and any copies thereof in its possession, custody, or control

## **11. LAW, JURISDICTION AND DISPUTE RESOLUTION**

This Agreement shall be governed and construed and enforced in accordance with the laws of Botswana. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this



Agreement, only the courts in Gaborone, Botswana shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

## **12. PUBLICITY**

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

## **13. INDEPENDENT ARRANGEMENT**

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

## **14. VICARIOUS LIABILITY**

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider 's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.

This Agreement shall be governed by and construed in accordance with the laws of Botswana.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written. Signed and Delivered by the within named

**For : Bank of Baroda (Botswana) Ltd**

**For : ..... (Vendor Name)**

\_\_\_\_\_  
**Name:**  
**Designation:**

\_\_\_\_\_  
**Name:**  
**Designation:**

**Witness 1 : .....**  
**(Signature with Name)**

**Witness 1 : .....**  
**(Signature with Name)**

**Witness 2 : .....**  
**(Signature with Name)**

**Witness 2 : .....**  
**(Signature with Name)**