Central Bank of India

Department of Information Technology

Tender No. CO: DIT: PUR: 2023-24:380

Request for Proposal (RFP) Document

For

Augmentation, Refresh of EMS & Security solution of Bank

Date: 09/05/2023

Contents

List of Abbreviations

AMC	Annual Maintenance Contract
APM	Application Performance Management
ATS	Annual Technical Support
BOM	Bill of Material
CBoI/Bank	Central Bank of India
DB	Database
DC	Data Centre
DRC/ DRS	Disaster Recovery Centre/ Site
EDR	Endpoint Detection and Response
EMS	Enterprise Management System/Solution
EPP	End Point Protection (Antivirus)
FY	Financial year
GSI	Global system integrator
GST	Goods & Service Tax
HLD	High Level Design Document
IT	Information Technology
ITAM	IT Asset Management
ITOM	IT Operations Manager
LLD	Low Level Design Document
LLP	Limited Liability Partnership
MAF	Manufacturer Authorization Form
MSME	Micro, Small & Medium Enterprise
NEFT	National Electronic Funds Transfer
NS	Near Site
OEM	Original equipment manufacturer
PBG	Performance Bank Guarantee
PO	Purchase order
PSE	Public Sector Enterprise
PSU	Public Sector Undertaking
RBI	Reserve Bank of India
RFP	Request for Proposal
RTGS	Real Time Gross Settlement
SAN	Storage Area Network
SAS	Serial attached SCSI
SDR	Single Data Repository
SI	System Integrator
SPOC	Single Point of Contact
SSD	Solid state drive

1 Invitation for Tender Offers

Central Bank of India, The Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank" and having 90 Regional Offices (RO), 12 Zonal Offices (ZO) and 4617 plus branches spread across India, intends to select a bidder for Supply, Implementation, Configuration and Maintenance of System Software and Application Software and provide ATS of existing in-Scope System Software, Application Software, etc. at DC and DRC .

Bank invites online tender offers (Technical offer and Commercial offer) from eligible, reputed Bidders for Augmentation, Refresh of EMS & Security Solution at Bank.

A complete set of tender documents may be purchased by eligible bidders on payment of non-refundable amount of ₹ 75,000/- (Rs Seventy Five Thousand Only) by demand draft/Banker's cheque/RTGS/NEFT in the account no. 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no CO:DIT:PUR:2023-24:380 in favour of "Central Bank of India" and payable at Mumbai/Navi Mumbai. The proof of cost paid of Tender Document is to be submitted by Bidders for participating in the pre-bid meeting and a copy of confirmation is to be uploaded along with the Technical Bid.

Term of the contract shall be for a period of 5 years from the day of acceptance of commissioning of software and services by Bank.

The details are given below:

Tender Reference Number	CO:DIT:PUR: 2023-24:380
Cost of RFP: Non-Refundable	₹75,000/- (Rs. Seventy Five Thousand Only) including taxes
Date of RFP Issue	09/05/2023
Bid Security (EMD)	An amount of Rs. 1,50,00,000/- (Rs One Crore Fifty Lakh Only) in the form of Bank Guarantee issued by a scheduled bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of banker's cheque/ Account Payee Demand Draft /RTGS/NEFT in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no CO:DIT:PUR:2023-24:380 in favour of "Central Bank Of India" and payable at Mumbai/Navi Mumbai.
e-mail IDs for sending queries and Last Date for submission of queries	smsunteam@centralbank.co.in, smitpurchase@centralbank.co.in, cmitd@centralbank.co.in, smitd@centralbank.co.in smcbswindows@centralbank.co.in latest by 15/05/2023 up to 17:00 hrs. Queries to be submitted with Proof of remittance of document/Tender cost
Date and time for Pre-Bid Meeting,	16/05/2023 at 11:30hrs.

Last Date and Time submission of Bids Mode of bid submission & online portal's URL	07/06/2023 up to 15:00 hrs. Mode-Online URL: https://centralbank.abcprocure.com/EPROC
Time & Date of Opening of technical bids	07/06/2023 at 15:30 hrs.
Response Types	1. Technical Bid + Document Cost plus Bid Security/EMD 2. Commercial Bid
Address for Communication	General Manager-IT Central Bank Of India Department Of IT (DIT), Plot no-26, Sector-11, CBD Belapur, Navi Mumbai- 400614 Mail address: smitpurchase@centralbank.co.in cmitd@centralbank.co.in smsunteam@centralbank.co.in
Contact Telephone Numbers	022- 27582301, 67123669, 67123610

The pre bid meeting will be held in person with the bidders who have submitted proof of remittance of document/Tender cost or exemption certificate of MSE by email to the Bank on or before the stipulated time.

For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs, and proof of remittance of document cost or exemption certificate of MSE by email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated email ID within stipulated time as mentioned.

In accordance with Government of India guidelines, Micro and Small Enterprises (MSE) are eligible to get tender documents free of cost and are also exempted from payment of earnest money deposit upon submission of valid MSE certificate copy.

Start-ups (which are not MSEs) are exempted only from Bid security amount.

Tender offers will normally be opened half an hour after the closing time. Any tender received without Document/Tender Cost, will be disqualified.

Technical Specifications, Terms and Conditions and various format and Performa for submitting the tender offer are described in the tender document and its Annexures.

General Manager-IT
Central Bank of India, DIT,
CBD Belapur, Navi Mumbai-400614

DISCLAIMER The information contained in this Request for Proposal (RFP) document or information conveyed subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

2 Eligibility Criteria

The Bidder must fulfil following eligibility criteria:

Sr.	Eligibility of the Bidder/OEM	Documents to be submitted	Compliance (Y/N)
1.	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder	
2.	Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN	
3.	The bidder must have an annual turnover in India of INR 100 Crores per annum in the last three financial years (i.e. 2020-21, 2021-22, 2022-23) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FYs.	
4.	The bidder should have made operating profits in at least two financial years out of last three financial years. (i.e. 2020-21, 2021-22, 2022-23).	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FYs.	
5.	The bidder should have a positive net worth in last three financial years. (i.e. 2020-21, 2021-22, 2022-23).	Certificate of the Chartered Accountant for preceding three FYs.	
6.	The Bidder should be a certified or an Authorized partner of the OEM of the offered solution	Copy of MAF from respective OEMs as per format to be submitted. 1. EMS Solution 2. EPP 3. ITAM 4. APM 5. EDR 6. Any Other OEM MAF	
7.	At the time of bidding, the Bidder should not have been blacklisted /debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit the undertaking self-declaration on Company's letter head	
8.	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before	Submit the undertaking self-declaration on Company's letter head	

Sr.	Eligibility of the Bidder/OEM	Documents to be submitted	Compliance (Y/N)
	any court of law between the Bidder or OEM and the Bank regarding supply of goods/services		
9.	Bidder/OEM should not have - • NPA with any Bank /financial institutions in India • Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder and OEM in the opinion of Central Bank of India to service the needs of the Bank	Submit self-declaration on Company's letter head.	
10.	Bidder/ OEMs should have service/ support infrastructure at Mumbai/ Hyderabad and should be able to provide efficient and effective support.	Submit the undertaking self-declaration on Bidder's /OEM's letter head	
11.	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate	
12.	Bidder should have experience of having 1. Supplied & implemented EMS solution such as Service Desk / Network / Server Monitoring and Management tools 2) Supplied & implemented EPP Solution for at least 10000 Devices in at least one Scheduled Commercial Bank in India / PSU/ Govt. Organisation	Credential letter OR Copy of Sign off document, along with Purchase order/ Contract copy	
13.	The Proposed OEM's of EMS Solution such as Service Desk, Network and Server Monitoring & management Solution should have been supplied and implemented / Operational in last 5 years in at least one Scheduled Commercial Bank in India having minimum 2000 branches	Credential letter OR Copy of Sign off document, along with Purchase order/ Contract copy	
14.	The Proposed OEM's EPP Solution should have been supplied and implemented / Operational in last 5 years in at least one Scheduled Commercial Bank in India having minimum 2000 branches and EPP Solution implemented with at least 30000 clients	Credential letter OR Copy of Sign off document, along with Purchase order/ Contract copy	

Sr.	Eligibility of the Bidder/OEM	Documents to be submitted	Compliance (Y/N)
15.	The Proposed OEM's Endpoint Detection and Response (EDR) Solution should have been supplied and implemented / Operational in at least one Scheduled Commercial Bank in India with at least 7500 devices	Credential letter OR Copy of Sign off document, along with Purchase order/ Contract copy	
16.	The proposed OEM Application Monitoring (APM) solution should have been implemented for CBS during the last 5 years in at least one Scheduled Commercial Bank in India having minimum 1000 Branches	Credential letter OR Copy of Sign off document, along with Purchase order/ Contract copy	
17.	The Proposed OEM's ITAM Solution should have been supplied and implemented in at least one Scheduled Commercial Bank in India having minimum 1000 branches	Credential letter OR Copy of Sign off document, along with Purchase order/ Contract copy	

Note: In case of unaudited Balance Sheet for the financial year 2022-23, Bidder needs to submit the Provisional Balance Sheet along with the copy of CA Certificate for the Financial Year 2022-23.

Note: In case of new EMS Solution, Bank may at its discretion will do Site Visit and/or POC and Bank has a right to disqualify Proposed EMS Solution on the basis of same.

The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.

Bank reserves the right to verify references provided by the Bidder independently. Any decision of Bank in this regard shall be final, conclusive, and binding up on the bidder. Bank may accept or reject an offer without assigning any reason whatsoever.

1. Bidders need to ensure compliance to all the eligibility criteria points.

2. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.

3. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.

4. Scheduled Commercial Bank does not include Payments Bank, Cooperative Banks or RRBs.

5. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:

   a. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference*

of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.

b. *If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'*

3 Bid Security (EMD)

An amount of Rs.1,50,00,000/- (Rs One Crore Fifty Lakh Only)- in the form of Bank Guarantee issued by a scheduled bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of Account Payee Demand Draft / banker's cheque /RTGS/NEFT in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no CO:DIT:PUR:2023-24:380 in favour of "Central Bank Of India" and payable at Mumbai/Navi Mumbai.

4 Performance Bank Guarantee

i. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank other than Central Bank of India, in the format given by the Bank in Annexure-10, for 3% of the total project cost valid for 66 months, (5 years for total project period plus 6 months for claim period) validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.

ii. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.

iii. Each page of the PBG must bear the signature and seal of the PBG issuing Bank and PBG number.

iv. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.

v. In the event of delays by Successful Bidder in ATS support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.

vi. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract, indicating the contractual obligation(s) for which the Successful Bidder is in default.

vii. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.

viii. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

5 Cost of Bidding

The bidder shall bear all the costs associated with the preparation and submission of bid and Bank will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

6 Manufacturer's Authorization Form

Bidders must submit a letter of authority from their manufacturers, as per Annexure-7, that they have been authorized to quote OEM Product.

7 Scope of Work

7.1 Scope Summary

Central Bank of India intends to appoint a proven & experienced Bidder to Supply, Install/Implement, Configure and Migrate data/upgrade from existing solution to augmented solution for the EMS components such as Helpdesk Portal, Change Request Management, Ticketing tool, Server Hardware Monitoring, Network Infrastructure Monitoring, Application Performance Management Solution, Asset Management Solution, End Point Protection Solution, Endpoint Detection & Response and Sandboxing Solution etc.

1. Bidder is also, required to supply, Install/Implement, Configure and Maintain the same for the period of contract for the components mentioned in the Annexure – 02: Bill of Material
2. Bidder is required to provide ATS / subscription to maintain the same for the period of contract for the components mentioned in Annexure – 02: Bill of Material
3. Bidder is required to provide ATS for APM solution for real time monitoring of CBS, Internet & Mobile Banking, FTM, UPI and FI & any other application which is installed in future in the Bank, bidder is also required to provide OEM FM Services for Application Performance Management Solution.
4. Bidder is required to provide OEM Professional Services for EMS components, EPP, etc.
5. Bidder is required to provide FM Services for the components mentioned in this tender.
6. The bidder is required to augment, supply, install existing Dell x-86 Servers at Bank's DC and DRC. Bidder is also required to provide AMC and maintain the same for the period of contract. For existing Dell x-86 servers details refer to Annexure – 02: Bill of Material.
7. Bidder must ensure that the tasks are delivered at the defined timelines, completed with highest quality, reap the desired benefits and the associated risk to be identified, mitigated, documented and managed through Augmentation, Refresh of EMS & Security Solutions at Bank.
8. For bill of material details, refer to Annexure – 02: Bill of Material
9. The Bidder can quote for the new solution for any of the existing solution and till the time new solution is implemented as per Bank requirement, Bidder is required to provide the AMC/ATS support for the existing solution running in the Bank till the new solution is made live. For the new solution Bidder has to include the product cost, implementation cost and ATS cost in their commercial proposal.
10. The Bidder shall be responsible for management of this project and provide timely update to Bank.

11. The migration should be seamless with no or Minimal disruption.
12. It is the responsibility of the bidder for successful installation of in-scope software on the hardware provided by the Bank.
13. All the Solutions should be deployed in the Bank's DC/DR Setup.
14. The scope of the service and maintenance is to provide for a period of 5 years from the date of acceptance by the bank (1 year warranty and 4 years ATS/AMC)
15. During the warranty (and Subscription Period) period and ATS/Subscription period, the bidder is bound to do all software upgrade/update of proposed solution to next or required version without extra cost to the Bank, covering all parts and labour from the date of acceptance of the systems by the bank at the respective location i,e. on-site comprehensive warranty .
16. To meet Bank's business requirements for the period of the contract, Bank envisages refresh/augmentation of existing software licenses.
17. Bank's Data Centre (DC) is located in Mumbai and Disaster Recovery Centre (DRC) is in Hyderabad.
18. Procurement of the application software and other in-scope components would be at Bank's discretion. Bank is not liable or bound to procure all the solutions mentioned at once. Bank may ask for staggered delivery of some of the components mentioned in the RFP. Details of the same would be shared with the Successful Bidder at a later stage. Bank may undertake phase wise procurement, supply, installation, and implementations of the solution(s) and its licenses.
19. Bank may procure products with required quantity (not limited to specific number) and may remove any solution at any stage, at its sole discretion, from in-scope proposed solutions that are part of this RFP.
20. Considering the nature of the applications, it may happen that the bidder may propose a solution suite consisting of multiple features, functionalities suiting to the RFP requirements and in compliance of RBI cyber security circulars. The bidder shall provide the solutions with all such features (over and above to technical specifications) without any extra cost to the Bank. All the available functionalities should be available to the Bank. The bidders shall include all necessary expenses in complete cost of the respective line items of the solution in Annexure – 02: Bill of Material. All costs shall be included in the line items only.
21. The bidder shall provide complete services for the applications under the scope including installation, implementation, integration, migration, management, maintenance, support (Update & Upgrade of Software and Hardware Firmware), audit compliance and knowledge transfer.
22. The solution should include all components and subcomponents like software licenses, accessories, and the bidder should supply other components (if not specified) at no extra cost to the Bank that is required for commissioning of the solution as a part of RFP.
23. The bidder shall replace and upgrade the out-of-support, out-of-service, end-of-life (EOL), end of support (EOS) undersized infrastructure elements as soon as the respective OEM announced the same at no additional cost to the bank throughout the 5 years of contract period. The bidder shall carry out such Replacement & upgradation of components (Appliance & Software) before due date. Failure to replace within three months of intimation by Bank will be treated as violation of SLA, Bank will procure the new solution as same, and cost will be deducted from payables/ payments as penalty or by invoking performance guarantee.

24. During the period of the contract, all upgrades/updates or requirements in hardware, software, licensing, implementation of upgrades/patches/version changes etc., due to whatsoever reason including but not limited to EOL or EOS, shall be done by the bidder within stipulated time but not later than one month without any additional cost to the Bank. EOS/EOL solution will not be accepted and if any solution is declared EOS/EOL during the period of contract, the bidder shall do the necessary upgrade as stated above, at no additional cost to the Bank.

25. The bidder should inform to the Bank if any new version/update/service pack/upgrade of the proposed solution is released by OEM, within seven (7) days of such release and provide the upgraded solution within one month of such release without any cost to the Bank covering all parts, labour and accessories at the respective locations (DC and DR) of the Bank during the period of the contract.

26. The bidder shall follow all respective technical/statutory guidelines, validations should be implemented, checked & verified, and related reports including SOP, Software Integrity Certificate and VAPT Clearance must be submitted, duly certified by OEM to the Bank for sign off the successful installation.

27. Post installation of Solution with its components including OS, VA & PT (Vulnerability Assessment & Penetration Testing) shall be conducted, and Bank Info Sec Team will provide a report to the Successful Bidder. All findings/issues pointed out in the report to be complied/fixed before commissioning and sign-off of the software (All components i.e. Database, application). The InfoSec Team and Other statutory authorities conduct review/ audit of the solutions time to time. All such Audit reports including VAPT Reports to be complied / attended by bidder/OEM within the timelines, during the entire period of contract also conduct periodic review audit of the database and application.

28. The Bank will provide required infrastructure. However, the bidder will share the sizing requirements of the infra / hardware/ server/ database etc. for successful deployment of proposed solution along with their bid. Oracle Database/Windows OS on VM infra will be provided by the Bank, if other Database is being proposed by the bidder/OEM, then the cost of the DB License has to be proposed accordingly in Annexure – 02: Bill of Material.

29. The solution deployment should be compliant with Bank's ISMS, IT and Cyber policies, internal guidelines, regulatory standards and countrywide regulations and laws from time to time.

30. The proposed Solution should integrate with Bank's platforms like Security Operation Centre (SOC), Privileged Identity Management (PIM), and Security Incident Event Management (SIEM) (including SOAR or any other security solution implemented in Bank) to meet security and compliance requirements as and when required.

31. The bidder must provide detailed architecture of the provided solution/ every module along with installation and administration guide, which must include High-Level Design (HLD), and Low-Level Design (LLD) along with Technical bid. Architecture Diagram of proposed & implemented solution as actual in the Bank environment.

32. The Proposed solution should be free from any kind of vulnerabilities and as and when vulnerabilities are notified by the auditor, Bank, regulators, Govt. of India or any other Govt. agencies, it should be patched within prescribed time with no cost to bank during the contract period.

33. The bidder shall do regular backup of the solutions as per the defined Bank's backup policy.

34. Deployment of solution requires coordination with different service provider and project application vendors. The bidder shall coordinate with all solution providers/ vendors while installing and ensure installation and commissioning for running the application.

35. The bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc. and Integrity certificate should be submitted to the bank.

36. The successful bidder shall migrate all the data from existing solution in Bank to new Solutions procured through this RFP.

37. Solution installation should support Docker, Containers & Virtual cloud for easy, deployment and building on premises.

38. The Proposed Solution should support all heterogeneous OS, Database, Hypervisor, Container Platforms etc.

39. The Proposed solution should be able to be deployed in Container form bundled into a single package consisting of all libraries, binaries, configuration and all its dependencies. It should be able to run independently irrespective of Operating System (OS) Distribution and underlying physical infrastructure. The bidder shall ensure that container deployment architecture should not limit the application performance, which would be otherwise available in non-container (traditional) deployment.

40. The proposed solution must have redundancy at all levels e.g. network redundancy (for management network interfaces) and power-supply redundancy at hardware/ software level required to achieve the high availability/ redundancy as per defined SLA/uptime.

41. The critical data / database should be stored in encrypted form.

42. Proposed solutions should have very high-scale architecture on a platform that scales efficiently. The solution should support 64-bit architecture environments for high scalability. Solution should support installation on Windows and various flavours of the Linux environment. Solutions should have extensible architecture for easy integration and automation. Solution installation should support Dockers Containers & Virtual cloud for easy, deployment on-premises. Should support multiple-deployment options – Centralized, Distributed and hybrid deployments with option for a centralized operations console view (Dashboard).

43. The architecture should support High Availability inbuilt into the product.

44. The Annual Technical Support (ATS) cost should be minimum 20% per year of the product cost of respective line item (All Years ATS to be same i.e. same percentage)
    o For example- If the solution cost for a particular item is Rs.100 as quoted for specific solution. In that case, ATS cost of Solution shall be of minimum 20 % of total cost of solution cost for that item i.e. Rs. 20 per year. And ATS cost for four years should be minimum = 20*4=80% of total solution cost as quoted for respective line items.

45. The Annual Maintenance Contract (AMC) cost of Hardware should be minimum 8% per year of the product cost of respective line item (All Years AMC to be same i.e. same percentage)
    o For example- If the solution cost for a particular item is Rs.100 as quoted for specific solution. In that case, AMC cost of Solution shall be of minimum 8% of total cost of solution cost for that item i.e. Rs. 8 per year. And AMC cost for four years should be minimum = 8*4=32% of total solution cost as quoted for respective line items.

46. The bidder must provide Facility Management services at Central Bank of India DC & DR locations or any other location where centralized operation is proposed in future by deploying

the professionals to support 24x7x365 days basis with shift duty hours for managing and maintaining the solution mentioned in this RFP. The Facility Management services of a solution will start after acceptance of successfully commissioning of the solution by Bank.

47. The Bidder should provide reports in HTML / CSV / Excel / PDF and other required formats. All reports should be configured to generate auto or scheduled responses and send via SMTP on daily/monthly/yearly as per the bank requirement at no additional cost to the bank during the period of contract.

48. For EMS solution, the bidder is required to provide customised dashboard (if required, bidder needs to provide 3rd party tools) for Bank's management at no additional cost to the bank during the period of contract.

49. In case the bidder is quoting for a new solution; the proposed solution should be tightly integrated with all the existing tools / setup and new infrastructure /Assets of the Bank. The selected bidder should implement and maintain this IT Solution for Bank's IT Infrastructure for a period of 5 years (1 year Warranty + 4-year ATS).

50. For implementation, Bidder should provide resources onsite to complete the implementation on time. A project manager must be deputed onsite during implementation phase at no additional cost to the Bank.

51. The bidders shall also provide the following documents, but not limited to, as part of the deliverables of the project.
    a. Original manuals of all proposed software/applications.
    b. Standard Operating Procedures for various activities such as administration, troubleshooting, regular health check-up, maintenance / clean-up activities etc.
    c. Installation & Technical Master Configuration Documents.
    d. Network & Security Design Documents (Will be approved by the Bank).
    e. Executive summary report for the project to the management fortnightly during implementation till go-live
    f. User acceptance test plan, if any.
    g. Training materials.

52. Data security and Integrity to be ensured at rest as well as in transit.

53. De-gaussing and sanitization: For server hardware and buyback components, bidder/ OEM is required to degauss/sanitize/destroy disk components before taking it away from Bank's premises.

54. The Bank shall give Bidder/OEM and its personnel only physical access to the support location and the designated hardware & equipment to enable Bidder to provide the maintenance & support services. Any mode of remote access like VPN, Webex, Remote login etc. will not be allowed from any network outside Bank's Network.

55. For the software installation, Server hardware and Network shall be provided by the bank. However, the hardware sizing and other details has to be provided by the Bidder.

56. Hosting environment, such as cooling, power and space shall be provided by the bank. However, the cooling, power and space details has to be provided by the Bidder.

7.2   Detailed Scope of Work

This section covers the broad set of requirements for the software licenses and Hardware components to be deployed at the Bank.

Central Bank of India intends to appoint a proven, experienced & reputed Bidder to perform the following -

7.2.1 Existing and New Applications

1. Bidder is required to Supply, Install/Implement, Configure and Maintain the following components for the period of contract:

Table-1

Sr.No	Application Software	Existing /New
1	Help Desk Portal, Ticketing Tool	Existing
2	Change Request Management	Existing
3	Server Hardware Monitoring	Existing
4	Network Monitoring	Existing
5	Antivirus End Point Protection	Existing
6	Serena Version Control PVCS	Existing
7	APM Application Performance Management	Existing
8	Endpoint Detection and Response (EDR)	New
9	Sandboxing Solution	New
10	Asset Management including HW, SW, Network	New
11	Visual Studio Professional 2022	New
12	Visio (latest version)	New
13	Windows Server 2022 - Device CAL	New

2. Bank has existing EMS tools for monitoring and managing Bank Domestic CBS operations.

Sr. No	EMS Module	Tool Name & SKU Covered Prods	OEM	License Qty	Under ATS till date
1	Helpdesk Portal i. Ticketing ii. Service Desk iii. Change & Request Management iv. Incident & Problem Management	CA Service Desk Manager SUPPORT-S/SDMU0L990	Broadcom	100	2nd Nov 2023
2	Network Monitoring	DX NetOps DXNOP2990	Broadcom	20500	2nd Nov 2023
3	Server Monitoring	DXIMGR990	Broadcom	791	2nd Nov 2023

| 4 | Application Monitoring | HEAL 5.0 | Appnomic | 6 | 2nd Mar 2024 |

3. The bidder may renew the existing licenses and install the additional feature in the existing system as per the technical Specifications given in the RFP or bidder may quote for a new solution as per the technical Specifications given in the RFP. The bidder has to renew/Provide ATS for the licenses (Quantity as mentioned in Annexure – 02: Bill of Material) from date 01st Oct 2023 to 30th Sept 2028.

4. In case the bidder is quoting for the existing solution, the bidder has to update all the software and Application (Operating System, Database and Application) of the servers to the latest version. During the contract period the bidder have to update the system (software and Hardware) whenever and update or version upgrade is available for the solution (including Operating System, Database, Application, any other part of the solution) without any extra cost to the Bank. Also, the successful bidder has to upgrade/ update with downtime window permissible as per SLA terms of the project.

5. The existing solution is working on Windows 2016 Server on VM Infrastructure with Oracle Database.

6. In case the bidder is quoting for a new solution, bidder has to install the solution (software on Client PC's, Operating System, Database, Application etc. any other component to make the system live) on the VM infrastructure on Windows environment and commission the system on the Banks network before 30.09.2023. In case the bidder is not able to make the solution commission on the Banks network before 30.09.2023, the Successful Bidder should renew the existing licenses till the time; the   new solution is commissioned on the Banks network. Bidder has to provide all the components to make the solution successfully live on the Banks environment. The Bank's preferred DB is Oracle DB as bank already has Oracle ULA in place. In case if Bidder proposes any database other than Oracle DB, the Bidder has to provide the same in Annexure – 02: Bill of Material. The bidder needs to ensure that any other software required to make solution operational, bidder needs to factor the same in Annexure – 02: Bill of Material.

7. The proposed solutions shall be tightly integrated with all existing setup and new infrastructure /Assets of the Bank. The successful bidder shall supply, implement and maintain these IT Tools/ Solutions for Bank's IT Infrastructure for a period of 5 years.

8. Bank envisages augmentation/refresh of its existing EMS applications deployed at Bank's DC and DRC.

9. For Bill of Material and Minimum Technical Specifications details refer to Annexure 12 – Minimum Technical Specifications and Annexure – 02: Bill of Material.

7.2.1.1   New Solutions

Bidder is required to Supply, Install/Implement, Configure and Maintain the following new components for the period of contract -

1. Endpoint Detection and Response (EDR)
2. Sandboxing Solution
3. Asset Management including HW, SW, Network
4. Visual Studio Professional 2022
5. Visio Professional 2021 (or latest version)
6. Windows Server 2022 - Device CAL

7.2.1.1.1 *Endpoint Detection and Response (EDR)*

Bidder is required to supply and Install EDR (Solution) Hardware and Software License (Enterprise-wide) on 36000 nodes. Nodes consist of Windows client, Windows Servers, Linux/Unix Servers, and MacOS.

a) Bidder is required to supply & implement end-to-end EDR solution including management server at DC and DRC.

b) The bidder has to provide detailed solution document, project implementation plan, architecture diagram (HLD and LLD) and provision for hosting the proposed solution of End-Point Detection and Response Security (EDR) solution. The solution provider should provide a detailed Plan of action (POA) for implementation of entire solution as per the RFP.

c) Bidder/OEM should not store and share Bank's sensitive/critical data. As per the Regulatory guidelines, Bidder/OEM must ensure that Banks all data / information / files shall be stored only in Systems based in India only and shall not be shared with any other third party for any purpose.

d) The successful bidder has to deploy components to collect all telemetry data from all the endpoints, DC and DR location Servers and the hosted solution instance, post concurrence from Bank on the same. Bidder requires to provide hardware and Software licenses (OS, Application and Database other than Oracle) for delivering the solution, the cost for the same to be included in the price bid. However, Oracle database is preferred DB, as bank has an ULA agreement with Oracle.

e) The EDR solution at DC and DRC should be in synchronization. Bidder is required to ensure the same for the period of contract.

f) The bidder has to provide the Software with one year Warranty and 4 year AMC and for Hardware 3 years Warranty and 2 years AMC. The AMC will start after expiry of Warranty. The Warranty will start after successful acceptance of commissioning of the EDR Solution by Bank.

g) The bidder has to setup EDR servers and provide support at Banks Datacentre and Disaster Recovery Locations for the period of contract.

h) The bidder has to supply EDR Hardware and software as per Annexure 12, Minimum technical specification and Annexure – 02: Bill of Material mentioned in the RFP.

i) EDR should not just have Signature based or files-based detection but should also have AI/ML and behavioural based detection.

j) EDR solution must have detection at rest capability.

k) EDR solution should have the capability of writing custom alerts for endpoints.

l) Solution should be capable to search the incident in data repository locally or globally for investigate and remediation.

m) Solution should have the intelligence to generate alert during suspicious activity detection, validation and appropriate response.

n) Solution should have the intelligence for Threat hunting or data exploration.

o) Solution should have the intelligence to generate alert and Stopping malicious activity

p) Solution should be capable of providing the visibility over chronological events that happened over endpoint which includes system as well as user activities.

q) EDR solution will be able to block/quarantine/isolate the system from network

7.2.1.1.2 *Sandboxing Solution*

Bidder is required to supply, implement/commission Sandboxing solution for EDR at Bank's DC and DRC. Bidder is also required to maintain the solution for the period of Contract.

The proposed solution should be an on-premise, dedicated hardware appliance with purpose built operating system that integrates with other security products locally on the network and also to deliver network sandbox rapid response updates to endpoints when a new threat is detected enabling faster time-to-protection and reducing the spread of malware.

Bidder is required to supply the Hardware Appliance at DC and one at DRC respectively. However, DRC Hardware Appliance should be in-sync with DC Hardware Appliance

The solution should be an isolated environment which is to be deployed by the successful Bidder to securely open / execute unknown or suspicious program/URL /contents, etc., to conduct comprehensive checking for any malicious content and its impact on the Bank's systems and stops their delivery into the endpoints. Sandboxing solution should be deployed on bank's DC and DRC.

The successful bidder has to integrate EDR and sandboxing solution with EPP solution to analyse suspicious files automatically.

The successful bidder has to provide detailed solution document, project implementation plan, architecture diagram (HLD and LLD) and should provide a detailed Plan of action (POA) for implementation of entire solution as per the RFP.

Bidder is required to ensure that EDR Sandboxing solution must comply with the technical specifications given in Annexure 12 – Minimum Technical Specification and Annexure – 02: Bill of Material mentioned in the RFP.

7.2.1.1.3 *Asset Management including HW, SW & Network*

The Bank intends to procure Asset Management solutions for Installation, Commissioning, Maintenance, Monitoring and Facility Management for IT Asset Management Solution (ITAM) Hardware Asset Management (HAM) and Software Asset Management (SAM) for life cycle management of software, servers, storages, tape library and network equipment at DC, DRC, Near Site and network equipment's (Router and Switches) installed at all Branches/Offices of the Bank for the period of contract.

Asset Management Solution should support following features: -

1. The solution should be defined as scalable web based solution with integrated configuration management database (CMDB) which shall be responsible for management of the IT assets of the Bank.
2. The solution should include Asset Discovery, Asset On boarding, Asset Tagging, Asset Inventory, Contract Management, Payment Automation, License management, Asset Life cycle management, Notification/ alert for EOL/due payment.
3. The solution should maintain Rate Contracts, Purchase Orders, Asset Insurance details, inclusive of, premium paid, invoices, invoice payment details, next invoice date, AMC dates, Warranty Dates and any details as and when required by the Bank during the period of contract.
4. The solution should maintain depreciation calculation & accounting rules.
5. The solution should have capabilities for generating various MIS reports, statutory reports and

Flash Reports.

6. The solution should have capabilities for displaying present worth of Asset/ Portfolio of a business unit.
7. Deliverables through Asset Manager include, but not limited to:
    - ✓ Rule based Grouping of Assets
    - ✓ Acquisition & disposal details
    - ✓ Accounting for cost & tax break up
    - ✓ Rules for depreciation
    - ✓ Insurance details & asset mapping for a period
    - ✓ MIS & Regulatory reports
    - ✓ Asset mapping to AMC vendor for a period
    - ✓ License Details

8. Proposed solution should be required at both DC and DR in Active-Passive mode.
9. The Bidder is required to provide role-based dashboard of all the Assets (software & Hardware) of Bank.
10. The Bank Asset Management solution should be configured in line with Banks Electronic Disposal Policy.
11. The bidder has to supply Asset Management solution as per Annexure 12 – Minimum technical specification and Annexure – 02: Bill of Material mentioned in this RFP.
12. The solution should maintain an up-to- date inventory of distributed hardware and software assets in Bank's IT infrastructure.
13. The solution should identify software and hardware configurations from a central location for complete corporate IT Infrastructure spread over a network of Branches, ZOs & Admin offices which are connected via MPLS WAN Network and VSATs with bandwidths to 2 Mbps or more.
14. Solution is required to import CSV/XML/Excel files from other system like KACE, Antivirus Solution, ITCM , CA solution containing the inventory details of clients. It should provide complete hardware and software information on a Centralised dashboard from all the end-user computing devices, PCs, Printers and Scanners at Branches / ROs and other offices without any additional cost to the Bank.
15. Asset/inventory management solution should have bundled reporting software at DC and DRC so that there is no third-party tools required to customize reports.
16. The resource utilization used by the agent on the system must be configurable and the agent footprint will be such that memory requirements will be under 20MB and CPU utilization will on average be no more than 2%.
17. The solution must have built-in support for encrypted communications between components without requiring additional software/hardware.
18. The solution should prevent users with admin rights to uninstall the agent
19. The Solution should allow console users to create custom queries on hardware asset information to be retrieved by the agents.
20. The Solution at DC and DRC should have ability to track standalone executable-based applications on each computer i.e. Applications that do not need to be installed but just needs to execute a standalone program
21. Solution must include a "Software ID Catalog" that identifies all commonly used applications / thousands of Standard publishers/ software vendors & their solutions.
22. Solution must include a "Software ID Catalog" that allows for the entry of custom developed software titles & custom classification of standard applications based on user preferences.

23. The solution should provide Device hardware and software inventory of Mobile Devices also with support for iOS & Android platforms.
24. The Solution Should Provide history capability till each asset level for hardware/software changes for trouble- shooting/ auditing purposes.
25. The Solution should provide Scheduler to determine when the inventory scans can be scheduled for specific group of devices at pre-defined intervals.
26. The solution should support various discovery protocols based on network range, AD domain, LDAP directory structure, SNMP and IPMI enabled devices
27. The solution should have capability to discover all unmanaged devices like desktops, servers, laptops, printers, switches and routers. Even if devices are behind firewall.
28. The solution should have ability to track changes in inventory and ability to collect registry information
29. The solution should have full inventory scan for newly discovered devices for all hardware and software. All subsequent scans should be delta scan only
30. The solution should allow scanning of specific device/group of devices on demand
31. The solution should have the ability to identify and maintain records of virtual hosts
32. The solution should have the ability to manipulate machines in all power saving modes
33. The solution should have auditing capabilities for remote control sessions done using inventory management solutions
34. The System should be able to do Inventory governance, including software (authorized and unauthorized) and hardware components.
35. The solution should manage IP address or device name changes in endpoints without losing history. It should also maintain ownership record of each device.
36. The solution should be able to consume CSV files so that data in CSV files can be tied with managed devices. It will help in inventorying stand-alone/ old/unused devices
37. The System should be able to recognize software that is in the following:
    * hidden files
    * hidden directories
38. The System should be able to recognize software whose file name has been changed by the user by reading the original header information. (eg. solitaire's sol.exe is renamed as work.exe)
39. The Solution should have ability to create customized inventory scans based on business unit like branch, zone etc. or for only specific asset class at pre-defined time periods.
40. The Analysis information should include the following information (but not limited to) with the ability to drill down for more detailed views:
    * Publisher name
    * Software title name
    * Software title version
    * Total computers Count
    * Total runs Count
    * Total time
    * Average runs
    * Last used Time

41. The System should be able to store data in a centralized-open Relational Database management Systems (RDBMS)
42. The System should be able to capture the history of the client's

- Hardware changes
- Software changes

43. The Solution should be able to maintain Asset Classification values with CIA details for each Asset covered under Asset Management Tool.
44. The Solution should be capable to support each local admin to maintain cost & depreciation sheets with respect to each asset / at Aggregate level as per Bank's custom policy within ASSET Management Tool itself.
45. The solution should support PCI compliance scan for integrated endpoints at DC and DRC
46. The solution should support bare metal provisioning where-in existing servers can be re-imaged
47. The solution should have Self Service Portal for allowing end-user to manage their own devices.
48. The solution should Support enforcing Storage encryption on the device and storage card.
49. The solution should Support Ability to manage and enforce policies Settings such as the following :
   - Password Enabled
   - Password Length
   - Require Alphanumeric Password
   - Inactivity Timeout
   - Wrong Attempts Before Wipe
50. The Solution should be capable of generating license compliance reports for both Windows and non-windows OS platforms
51. The Solution should be capable to support each local admin for Maintaining / Monitoring of Contract & SLAs with different AMC Vendors.
52. The solution must support bandwidth throttling during specific hours to ensure there is no network load on end user computing devices
53. The solution must support application/process blacklisting or whitelisting on end user computing devices
54. The solution must be able to perform compliance checks as PCI, SCAP 1.2 to ensure compliance as per RBI guidelines.

Sizing of Solutions

Sr. No	Security Solution	Initial Licenses Required	High Availability/DR Infrastructure	Infrastructure	Remark	Proposed Make / Model
1	Inventory (Asset) Management 1900– Servers, 100-Storage, 10500-network devices	12000	Solution/all components in **DC &** and **DR in standalone** with all the related required items/ accessories. DC and DR should be fully redundant and	Hardware on the VM on Windows OS and Oracle Database will be provided by Bank. All other required components will be provided by the Bidder for making the proposed solution operational.		

	and Software		capable of the entire load at any point of time.		

7.2.1.1.4 *Other Applications*

Bidder is required also to supply, install/implement, commission following software:

1) Visual Studio Professional (standard) 2022
2) Visio professional 2021 (or Latest Version)
3) Windows Server 2022 - Device CAL

a) All the licenses should be perpetual License and should be in name of the Central Bank of India.
b) The bidder is also required to maintain the same for the period of contract. Refer to Annexure-02 for Bill of Material details.

7.2.2 ATS / Subscription of Applications

a) Bidder is required to provide ATS / subscription to maintain and support the following existing components for the dates as mentioned in Annexure – 02: Bill of Material –

Sr. No	Description	OEM	Qty
1	Bionix Server Client Licenses	Precison	60
2	Red Hat	Linux	28
3	Red Hat Priority Subscription	Linux	9
4	VMware vCentre	VMware	2
5	VMware vCloud Suite Standard	VMware	108
6	SFTP Software	Globalscape EFT	1
7	Itext	Itext	5
8	Dell EMC - Networker	Dell EMC – Networker*	2
9	APM	Appnomic	6
10	ESXi Standard License	VMware	16 CPU
11	Nutanix License	Nutanix	320 Cores

Please refer to Annexure – 02: Bill of Material for Dell EMC Networker License details

Bidder has to migrate SFTP server application and Database to VM environment of the Bank from the current setup.

7.2.3 OEM FM Services

Bidder is required to provide OEM FM Services for Application Performance Management Solution during the period of contract. As part of the OEM FM Service, the OEM resource should provide service, as mentioned below-

a) Bidder is required to augment APM solution for real time monitoring of CBS, Internet & Mobile Banking, FTM, UPI and FI and bidder is also required to provide OEM FM Service for Application Performance Management Solution.

b) All L2 calls need to be monitored & managed by bidder till the closure of logged calls, during the period of contract.

c) Overall proactive monitoring through online dashboard and management of in-scope components and related services part of this RFP.

d) Overall monitoring and management of the project during and after installation for the full period of contract.

e) Submission of periodical reports on the performance of all in-scope components and its reviews.

f) Redesigning of the solution for optimal output of the solution in interest of the Bank during the period of contract.

g) Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the services/ Operations.

h) The onsite resource should support and coordinate / cooperate with the Bank & vendor teams.

i) The onsite resource should optimize existing processes and recommend changes for optimal functioning of Solution, in-tune with industry best practices and audit compliance.

j) The Bidder should submit back-ground verification report of the onsite engineer along with all documents at the time of joining onsite.

k) Onsite resource should coordinate with all the internal teams for follow-up for open tickets & activities.

l) Confidentiality of the Bank's data and all related details shall not be disclosed by the bidder to any third parties or persons.

m) The onsite resource to be deputed will be interviewed by Bank's officials prior to deputation. If not found as per Banks' requirement, Bank will not permit the deployment of such resource(s).

n) The deputed personnel should be prepared to work for extended hours in case of need.

o) The deputed personnel should abide by timings of the Bank.

p) Absence of any resource must be complemented with an equally skilled resource.

7.2.4 Bidder FM Services

Bidder is required to provide FM Services for the following below mentioned components -

1. Helpdesk Portal, Ticketing Tool
2. Change Request Management,
3. Server Hardware Monitoring,
4. Network Infrastructure Monitoring,
5. Antivirus End Point Protection,
6. Endpoint Detection and Response,
7. Sandboxing Solution,
8. Asset Management including HW, SW, Network
9. Bionix software
10. APM Software

Refer to section 7.3 of this RFP for detailed Bidder's FM Services
Refer to start and end date in Annexure – 02: Bill of Material

7.2.5 OEM Professional Services

1. Bidder is required to provide OEM Professional Services for the following below mentioned components -
   a. Helpdesk Portal, Ticketing Tool, Change Request Management
   b. Server Hardware Monitoring
   c. Network Infrastructure Monitoring
   d. Antivirus End Point Protection
   e. Endpoint Detection and Response
   f. VMware Professional Service TAM One Day Per Week
   g. Asset Management including Hardware, Software, Network
   h. Microsoft Professional Service

2. Bidder must ensure the tasks are delivered at the defined timelines, completed with highest quality, reap the desired benefits, associated risk to be identified, mitigated, documented and managed through Augmentation, Refresh of EMS & Security Solution at Bank project.
3. For bill of material details, refer to Annexure – 02: Bill of Material
4. The Bidder shall be responsible for management of this project and provide timely update to Bank's Management.
5. The migration should be seamless with Minimal or no downtime.
6. It is the responsibility of the bidder for successful installation of software on the hardware provided by the Bank.

7.2.6 Integrated Dashboards with Display Panel/TV

As part of Deliverables, bidder must provide integrated dashboard along with Display Panel / TV set covering all appliances for viewing real-time incidents / events, alerts, status of actions taken etc. The dashboard should be an easy-to-use Web User Interface with search function, create reports, as well as access cases and applications, with just a few clicks. The bidder should implement an integrated dashboard for services provided to Bank. Dashboard should be implemented onsite in Bank's premises

- The dashboard should be secure web based with multi factor authentication enabled online portal available over desktop, Mobile, Android devices and Apple devices. This should have the automated facility of sending e-mails and SMSs.
- The dashboard should be provided as integrated view by integrating with the following tools -
  ✓ Asset database Dashboard
  ✓ Antivirus Dashboard
  ✓ Server Monitoring Dashboard
  ✓ Network Monitoring Dashboard
  ✓ Application Monitoring
  ✓ Other solutions proposed as part of this RFP.

- Dashboard should display asset list and capture details including name, location, owner, branch, IP address, platform details etc.
- Dashboard should have option for reports like but not limited to disk space utilization, peak memory utilization etc.
- Dashboard should support drill down graphs to move to the level of individual assets and should support wide array of analytics and intelligence capabilities.
- SLA data should be captured in the dashboard with compliance details.
- SLA reports should be generated on daily/monthly/quarterly frequency.
- Exclusive dashboard for uptime / down time of IT Assets, No of Log generated / Analysed/recommendation etc.
- The bidder must set up ceiling hanging displays of minimum 42" size for displaying various screens (which are critically required) for the dashboard in the Datacentre's Network Operations Centre (NOC).
- The entire dashboard should be as real-time as possible with capability for back in time and calendar filters.
- Dashboard should display Real-time monitoring and threat detection for different type of malware such as viruses, worms, Trojans and ransomware.
- Server Monitoring must include real-time monitoring, alerts, trend analysis, log analysis, and customizable dashboards.
- Network performance monitoring, Network device discovery, Number of devices etc. must be included in network monitoring dashboard.

7.2.7 Blanking Panel

Bank is having its Datacentre where Server and Network Racks are not fully populated, due to which cold air from the front gets mixed with hot air in the back of the Rack. To stop this, Bank requires Blanking panel to be fitted in the Rack open spaces. 1U Blanking Panel for 19inch Rack clip model, tool less, made with high quality fire resistant material and powder quoted finish, easily replaceable and movable.

7.2.8 Existing Software and their Scope of Work Details

Below are the details of existing software and hardware and their scope of work, the bidder has to configure the existing deployed applications or proposed new solution for the existing deployed applications -

7.2.8.1 Helpdesk Portal, Ticketing Tool (ITSM)

- Knowledge Management
- SLA Management
- Configuration Management
- Change Request Management Module,

- Service Catalog

1. The Bank has Help Desk and Change Management Portal to raise the ticket, service, track and route requests for services and to assist End Users in answering questions and resolving problems related to the Server and network infrastructure and applications at DC, DR and branches & offices of the Bank. The Help Desk is the single Point-of-Contact (SPOC) for all users of the Bank's IT and application services and acts as the first level support system.

2. Bank branches or administrative offices are using CA Service Desk Manager r12.9 for raising an incident, doing Change Management, Port opening, Request, Issues, bug fixation through helpdesk web site or by tele-calling.

3. The helpdesk portal is also used to announce Bank policy, Notification, announcement and matters to be communicated to branches.

4. The bidder may renew the existing licenses and implement the additional features in the existing system as per the technical Specifications given in the RFP or bidder may quote for a new solution as per the technical Specifications given in the RFP. The bidder has to renew/Provide ATS for the licenses (Quantity as mentioned in Annexure – 02: Bill of Material) from date 01st Oct 2023 to 30th Sept 2028. In case the bidder is quoting for the existing solution, the bidder has to update all the software and Application (Operating System, Database and Application) of the servers to the latest version. During the contract period the bidder has to update the system (software and Hardware) whenever and update or version upgrade is available for the solution (including Operating System, Database, Application, any other part of the solution) without any extra cost to the Bank. Also, the successful bidder has to upgrade/ update with minimum downtime window permissible as per SLA terms of the project.

5. The existing solution is working on Windows 2016 Server on VM Infrastructure with Oracle Database.

6. In case the bidder is quoting for a new solution, bidder has to install the solution (software on Client PC's, Operating System, Database, Application etc. any other component to make the system live) on the VM infrastructure on Windows environment and commission the system on the Banks network before 30.09.2023. In case the bidder is not able to make the solution commission on the Banks network before 30.09.2023, the Successful Bidder should renew the existing licenses till the time; the new solution is commissioned on the Banks environment. Bidder has to provide all the components to make the solution successfully live on the Banks environment. The Bank's preferred DB is Oracle DB as bank already has Oracle ULA in place. In case if Bidder proposes any database other than Oracle DB, the Bidder has to provide the same in Annexure – 02: Bill of Material. The bidder needs to ensure that any other software required to make solution operational, bidder needs to factor the same in their proposal.

7. The successful bidder shall ensure that services of professionally qualified persons will be available for onsite support of the Solution during the period of contract.

8. The bidder has to host the ISMS documents in the helpdesk portal which are being operated and maintained manually now.

9. For Bill of Material and Minimum Technical Specifications details refer to Annexure 12 – Minimum Technical Specifications and Annexure – 02: Bill of Material

10. The IT service Management Solution must be a single solution. Integration of different set of tools to fulfil the given requirement will not be considered.

11. The system should be configured in such a way that it should be accessible via a Web based GUI console/portal from intranet/internet as well as from mobile app. For making solution available as mentioned the bidder should provision all components in their bid. If any component is found missing in the bid of the successful bidder later, the successful bidder has to provide the missing component to the Bank at no extra cost to the Bank.

12. The proposed IT Service Management solution should meet the functional criteria like Incident management, Problem Management, Change Enablement, Service Configuration management, Service Catalogue Management, Release Management, Service Desk, Knowledge Management and Service Request Management.

13. The proposed solution should have the capability to support the deployment on on-premises data centres platform.

14. The proposed EMS solution should be capable of building on modern container technologies deployable on containerized (like Docker, Kubernetes) mode. The solution should either support built-in Kubernetes technology or Bring Your Own Kubernetes (BYOK) platform provided by the bidder.

15. Should be able to support and handle large volume of incident, service requests, changes, etc. and should be able to integrate with third party IVR or CTI.

16. The solution should have a single CMDB across ITSM.

17. The solution should have a Single Architecture and leverage a single application instance across ITIL processes, including unique data and workflows segregated by business unit, cost centre, and user role for Incident, Problem, Change, Release, Knowledge Management and CMDB.

18. The support person can interact with the end users through chat in built and add those chat transcripts in the ticket.

19. A virtual bot should be available, which should respond to user requests, immediately via portal, email or mobile interfaces.

20. Should provide out-of-the-box categorization, as well as routing and escalation workflows that can be triggered based on criteria such as SLA, impact, urgency, CI, location, or customer.

21. Self Service App should provide a snapshot of your day, displaying your activities feed with upcoming appointments, pending requests, unresolved issues, and alerts from systems you use in your daily work.

22. Integrates with any underlying service management including Service Desk, Change Management, Service Level Management and CMDB for request fulfilment.

23. The solution should have the ability to operate all functionality available in the incident, problem, change, assets etc. via a mobile app on iPhone or Android phone.

24. All the services must be supported for a period of contract.

25. Bidder is responsible for the successful integration and interoperability of the proposed solution.

26. The proposed solution should not impact the existing operations or services of the bank.

27. All the software licenses proposed by the vendor should be Perpetual Licenses and not the subscription/term based licenses.

7.2.8.2 IT Operation Management Solution Stack

The detail of existing IT Operation management Solution Stack is tabulated below-

Modules	Tools	OEM
IT Service Management	1. Service /Helpdesk Management & Ticketing tool 2. Unified Infrastructure Monitoring 3. Spectrum with Performance Monitoring (DxNetops)	Broadcom

In case the bidder is quoting for a new solution; the proposed solution should be tightly integrated with all the existing tools / setup and new infrastructure /Assets of the Bank. The selected bidder should implement and maintain this IT Solution for Bank's IT Infrastructure for a period of 5 years (1 year Warranty + 4-year ATS).

The proposed solution scope of work is detailed as below: -
1. The solution shall include all components and subcomponents like software licenses / accessories and the bidder at no additional cost to the Bank.
2. The proposed Solution is required to be integrated with Banks Active Directory / LDAP to provide SSO capabilities & Role based access control capabilities.
3. The proposed Solution is required to be integrated with Bank's email system / SMS system to send relevant notification for selected incident\event.
4. The solution or its software agent shall not be a "single point of failure" in the flow of network traffic and/or other IT infrastructure such that failure of one or more of the solution components should not affect IT infrastructure (i.e. Servers/IT Assets and/or Network).
5. The solution or its software agent should not create unnecessary network traffic or load on the target servers/client.
6. The Bank will provide required infrastructure. However, the bidder will share the sizing requirements of the infra / hardware/ server/ database etc. for successful deployment of proposed solution along with their bid. Oracle Database/Windows OS on VM Infra will be provided by the Bank, if other Database is being proposed by the bidder/OEM, then the cost of the DB License has to be proposed accordingly in Annexure – 02: Bill of Material.
7. Infra solution should be based on Virtual Machine.
8. The bidder should do regular backup of the solution as per the defined Bank's backup policy.
9. Solution should have built in reports and can generate custom reports such as Executive Report, Detection Life Cycle Report, and End Point Compliance Report, Top 10 reports for different categories and Health Reports etc. The successful bidder has to provide reports as per the Banks requirement.
10. Solution should provide reports in HTML / CSV / Excel/ PDF and other required formats. All reports should be configured to generate auto or scheduled responses and send via email/SMS on daily/monthly/yearly as per the bank requirement.
11. Any future releases/ Version/ patches and/or upgrades of software need to be installed/reinstalled/upgraded without any financial implications during Warranty and Annual Maintenance Contract (AMC) period.
12. Bank is not having the Endpoints in the scope right now; however, in future Bank may propose to add it. In view of that, same solution should be able to meet the new requirements. It should have the scale-out architecture. The existing Hardware is sized for cater the load of 791 Licenses, however, bidder is required to propose hardware (Sizing) should be scalable to support 2000 Licenses at DC and DRC
13. All the software licenses proposed by the bidder should be Perpetual Licenses and not the subscription/term-based licenses.

14. The bidder should prepare the Standard Operating Procedures (SOPs) for proposed solution and related processes with periodical review as per industry practices, regulatory guidelines and requirements of the Bank. The drafted SOPs should be submitted to the Bank for its review and Approval.
15. The bidder has to provide the training to Bank or nominated team for managing and basic troubleshooting of the solution.
16. The bidder has to deploy and maintain test environment in the Banks network for each module. Licenses have to be provisioned in the bid for the UAT setup during the period of contract.
17. The bidder shall configure the Service Levels for all applications (including hardware & software) in IT Service Management tool with the functionality of auto-escalation of incident/ticket to appropriate bank authorities in case of breach of defined timelines for resolution of incident/ticket.

7.2.8.3 CA Service Manager

1. Bidder is responsible for the successful integration and interoperability of the proposed solution with all other solutions of the Bank (Existing and in future applications during the period of contract). If any API is required to integrate with the bank's application the bidder is required to provide the same at no additional cost to the Bank during the period of contract.
2. The proposed solution should not impact the existing operations or services of the bank.
3. At a minimum, the new solution should effectively and efficiently manage operations and security posture of the Bank by preparing for and responding to cyber risks/threats, facilitate business continuity and recovery from cyber-attacks / incidents.
4. For Bill of Material and Minimum Technical Specifications details refer to Annexure 12 – Minimum Technical Specifications and Annexure – 02: Bill of Material.

7.2.8.4 Network Management System (NMS)

Central Bank of India desires to setup 24x7x365 network operation centre to monitor entire IT network of Central Bank of India. Successful Bidder must provide network monitoring solution and establish network operation centre as per scope of work but not limited to:-

1. Currently Bank is using Broadcom DX NetOps products for management and monitoring of the Network infrastructure of the Bank.
2. Bank is having 4800 offices, where 5000 Routers and approximately 5000 Network Switches are operational. These devices are being monitored using DX NetOps solution using SNMPv3 and all links (approx 9600) are also being monitored using ICMP. Also, the network and security devices i.e., 500 devices across DC and DRC are monitored using DX NetOps solution. The DX NetOps solution is installed at DC and DRC on VM architecture on RedHat OS and MySQL DB. The DX NetOps solution is deployed at DC and DRC and all the locations are being monitored independently from DC and DRC respectively. The proposed solution should be able to monitor all the Network Devices and all links operational in the Bank.
3. The bidder may quote for renewing the existing licenses and install the additional feature in the existing system as per the technical Specifications & Scope of Work given in the RFP for the period from 1st Oct 2023 to 30th Sept 2028 or bidder can quote for a new solution for above products as per the technical Specifications given in the RFP.

4. For existing license details refer to Table-1 of this RFP. The bidder has to quote for renewing the existing licenses for the period from 01st Oct 2023 to 30th Sept 2028.

5. The bidder should integrate all Bank assets (Network & Security devices) in the monitoring tools and provide the unified Dashboard for monitoring & Management of these devices.

6. In case the bidder is quoting for a new solution, bidder has to install the solution (software on Servers, Operating System, Database, Application etc. any other component to make the system live) on the VM infrastructure and commission the system on the Banks network before 30.09.2023. In case the bidder is not able to operationalize the solutions on the Banks environment before 30.09.2023, Bidder should renew the existing licenses of Broadcom and provide support for the existing Broadcom Systems in the Bank till the time the new solution is commissioned on the Banks environment. Bidder has to provide all the components (Hardware, Software, Application, Cables) to make the solution successfully live on the Banks environment.

7. The proposed solution should run on ORACLE Database. In case the solution requires any other Database, the bidder has to quote the same in Annexure – 02: Bill of Material to meet the bank's requirement.

8. The bidder should ensure that all available features available must be available in new/existing solution. The bidder has to provide and install all updates, Version upgrades till the period of contract without any extra cost to Bank.

9. For Bill of Material and Minimum Technical Specifications details refer to Annexure 12 – Minimum Technical Specifications and Annexure – 02: Bill of Material

10. NMS should support monitoring/managing using SNMP v3 and Rest API Integration with SDWAN controller. SDWAN and Non SDWAN devices should be managed from same platform.

11. Polling intervals should be configurable on need basis to ensure that key systems are monitored as frequently as necessary. The system should also be able to define customised polling intervals for interface of any active device depending on Requirements and Network Traffic.

12. Fault, Performance Management and SLA of Router, Switch, FW, Load Balancers, SDWAN Devices, CUCM, ISP LINKs, 4G/5G Links, VSAT link support with SNMP v3.

13. SI shall manage network faults using fault management, which can be achieved by status polling, and receiving traps by the NMS. The NMS shall be capable to generate alarms with sound on dashboard and should be able to send email alerts/SMS alerts for the following conditions:

    a) Device Status
        i. Fan, power supply failure
        ii. High CPU and Memory Utilization/Hard Disk usage/RAID status.
        iii. Device Down/UP status

    b) Link status
        i. Primary and secondary Link / Tunnel Down/Bandwidth
        ii. Link errors/reliability/loss
        iii. Alarm based on threshold on parameters
        iv. Jitter, Latency and packet loss

14. The software should be capable to stop SLA calculation for every node in case of scheduled downtimes. SLA calculation should be made with the consideration of both the Primary and Secondary link (for ISP Links) individually.
15. Individual link wise reporting to be generated for downtime calculation.
16. The software should have provision to customise the report as per the bank's requirements.
17. The software should have capability to generate reports based on defined business hours/ week wise, month wise for specific business hours or for 24 hours period. The solution should be able to store SLA reports for minimum period of 12 months.
18. The solution should have inbuilt capability to export reports in CSV, HTML and PDF formats.
19. The solution should have capability to schedule SLA reports according to the requirements.
20. Monitors all traffic from all the interfaces of the network device. Provides traffic Utilization with email/SMS alerts based on individual interface level, nodes level or based on the group by location, bandwidth, branch, departments etc. as an Avg, Min and Max bandwidth, utilization, throughput or any custom monitoring parameters.
    a. Alarms/ Events: Link/interface up and down, Control connections, BGP peers, Device down, routing table route count, arp/MAC count
    b. Device Monitoring: Device status, CPU/ Memory Utilization, Uptime, power status.
    c. Link Monitoring: Link availability, Throughput/Utilization Link Error/ Packet Drop, Link Downtime, IPSLA Monitoring, Jitter/ Packet Loss/ Latency, link up and down.
21. The Network Management function must monitor performance across heterogeneous networks from one end of the enterprise to the other.
22. The solution should allow for discovery to be run on a continuous basis which tracks dynamic changes near real-time; in order to keep the topology always up to date. This discovery should run at a low overhead, incrementally discovering devices and interfaces.
23. The proposed Network Fault Management console must also provide network asset inventory reports containing device serial number, software version, model number, uptime etc
24. The tool should automatically discover different type of heterogeneous devices (all SNMP supported devices i.e. Router, Switches, Network Security Devices, etc.) and map the connectivity between them with granular visibility up to individual ports level.
25. The proposed solution must provide a detailed asset report, organized by vendor name, device type, listing all ports for all devices. The Solution must provide reports to identify unused/dormant Network ports in order to facilitate capacity planning
26. Tool should support automated Change Plans including but not limited to: Conditions to validate, Pre-Change Validation, Change Script (similar to legacy Command Script), Post-Change Validation, Rollback Script
27. NMS should provide out of the box Visibility Dashboards of network infrastructure
28. The solution should be user configurable for building additional customised reports at no additional cost to the Bank during the period of contract.
29. Solution should be able to collect Key performance measurements and statistics from all network domains and store it. This data is to be used for evaluation of performance of the end to end network infrastructure/services. Historical data retention period should be minimum of twelve months. Bidder is required to quote the server and storage sizing requirement; however Bank will provide the Server and storage for the same.
30. DC and DRC nodes should SYNC automatically. DC and DR nodes should function as individual monitoring interfaces for all the devices with option of data SYNC between DC and DRC. The solution should provide seamless upgrade facility for all the components supplied in the solution.

31. The bidder has to do the necessary configuration changes on the network devices for monitoring and management.
32. The system should integrate with Helpdesk / Service desk tool for automated incident logging and also notify alerts or events via e-mail or SMS.
33. Solution shall provide fault, performance and configuration management for multivendor IP Network in Bank environment.
34. Performance Monitoring
    a) Customizable dashboards, alerts and reports:
        - Ad-hoc reports
        - Top N Utilization Reports
        - Capacity prediction Reports
        - Availability Reports
        - Availability and Uptime - Daily, Weekly, Monthly, Yearly Basis
        - Top N report
        - Performance Reports
        - CPU and Memory utilized report
        - Network statistics
        - Trend report based on Historical Information
        - SLA Reporting
        - Bandwidth utilization
        - Computation of SLA for entire Bank network Infrastructure
    b) Quick identification of network and application reliability and performance issues with deep packet inspection
    c) It should be possible to drill-down into the performance view to execute context specific reports
    d) Solution shall be able to monitor and report on availability, delay of target IP nodes – i.e. router interfaces - and also monitor and provide reports on historical utilization of CPU, memory of critical monitored servers running SNMP and management agents.
    e) Solution shall be able to identify and report on ports per device not currently being utilized including the date/length of time since last activity. Statistics/reports should be available by customizable logical grouping to adequately represent network segments.
    f) Solution shall have a user interface, with the reporting engine and with a set of reports that combine inventory, performance and fault data for added-value reports.
    g) Solution shall provide a set of reports or UIs to understand how network supports Bank's business needs or not, and how network outages affect availability of their applications.
35. Network Configuration Management
    a) Configuration Backup
    b) Real-time Configuration Change Notification
    c) Configuration Compliance Auditing
    d) Network Change Automation
    e) Network Device Life-cycle Management
    f) Solution shall process and obtain, automatically, meaningful information such as network discovery and layout of the Network and event handling

g) Solution shall be able to segregate network infrastructure by network connectivity, network topology, physical location of equipment and user groups or departments or as required by Bank Team.

h) Solution shall be able to support migration to SNMP v3 and/ or latest version to provide added security.

i) Solution shall be able to accept events from all types of elements in the IT infrastructure including network devices, security devices etc.

j) Solution shall provide user-configurable discovery control to manage the frequency and scope network discovery, configured using a graphical user interface.

k) Solution shall process events using consolidation, filtering, normalization, enrichment, correlation, and analysis techniques. Then, it shall notify the appropriate IT Team of critical events. Solution shall also automate corrective action wherever possible.

l) Solution shall be possible to integrate with both the email / SMS alerts to notify events to concerned people with auto escalation as per pre-defined policy of the Bank. This option should be available on per node and per event type basis.

m) Solution shall provide outgoing notification integration to service desk/service manager.

n) Solution should be capable of generating per link and per location availability for any selectable period taking into account alternate paths available for the location.

36. Network Troubleshooting Features
   a) Critical path performance and availability
   b) Intelligent alerting engine
   c) The proposed solution shall automatically discover manageable elements connected to the network and map the connectivity between them.
   d) Troubleshoot Traffic and bandwidth analysis
   e) Real-time network diagnostics
   f) Solution shall manage network devices that can be discovered by IP address, link level address, or devices that run on IP. Solution shall take up the fault detection & health monitoring of various Network elements from the device level to the protocol and interface levels. It shall also provide network performance data & threshold based alerts for real time performance monitoring, Service Level monitoring, reporting and historical trending.

37. Network Device Monitoring
   a) Solution shall support concurrent multi- user access to the management system, enabling multiple read-write access to different areas of the management domain. Visibility and security architecture shall be maintained and administered across the entire distributed domain.
   b) Solution shall include both static and dynamic thresholds for key operational attributes on devices and ports. Thresholds should be customizable/overridden by logical group, device type, or individual device/port level. E-mail notification when network thresholds are exceeded.

38. Solution shall have the capability to configure different polling speeds for different devices in the managed infrastructure with capability to poll critical devices using minimum 30 second poll periods.

Sizing of Solution

Sr. No	Security Solution	Initial Licenses Required for Devices and Links	High Availability/DR Infrastructure	Infrastructure	Remark	Proposed Make / Model
1	Network Monitoring & Automation. Devices Router – 5000 Switches – 5000 DC – DR Devices – 500 Links – 9600	11500	Solution/all components in **DC &** and **DR in standalone** with all the related required items/ accessories. DC and DR should be fully redundant andcapable of the entire load at any point of time.	The Bidder shallprovide appliance, OS, Database & Storage and necessary backup solution including any components required to make solution running as per Scope and SLA		

7.2.8.5 Server Monitoring Solution

1. Currently Bank is using CA UIM - DX Infrastructure Management tool for management and monitoring of the Server Infrastructure of the Bank.
2. Bank is having 791+ Servers that are operational at Bank. These Servers are being monitored using DX Infrastructure Management solution. The DX Infrastructure Management solution is installed at DC and DRC on VM architecture on Windows Server 2016 and Oracle DB. The DX Infrastructure management solution is deployed at DC and DRC in all Servers and is being monitored independently from DC and DRC respectively.
3. The bidder may quote for renewing the existing licenses and implement the additional feature in the existing system as per the technical Specifications & Scope of work given in the RFP for the period from 1st Oct 2023 to 30th Sept 2028 or bidder can quote for a new solution for above products as per the technical Specifications given in the RFP.
4. For existing license details refer to Table-1 of this RFP. The bidder has to quote for renewing the existing licenses for the period from 01 Oct 2023 to 30th sept 2028.
5. The bidder should integrate all Bank assets (Servers) in the monitoring tools and provide the unified Dashboard for Monitoring & Management of these Servers.
6. In case the bidder is quoting for a new solution, bidder has to install the solution (software on Servers, Operating System, Database, Application etc. any other component to make the system live) on the VM infrastructure and commission the system on the Banks environment before 30.09.2023. In case the bidder is not able to operationalize the solutions on the Banks Network before 30.09.2023, Bidder should renew the existing licenses of Broadcom and provide support for the existing Broadcom Systems in the Bank till the time the new solution

is commissioned on the Banks environment. Bidder has to provide all the components (Hardware, Software, Application, Cables) to make the solution successfully live on the Bank environment.

7. The proposed solution should run on ORACLE Database. In case the solution requires any other Database, the bidder has to quote the same in Annexure – 02: Bill of Material to meet the bank's requirement.

8. The proposed solution should be an integrated, modular and scalable solution (i.e. all Network Monitoring, server Monitoring including application and database monitoring and Service Management tools) to provide comprehensive fault management, performance management, traffic analysis and business service management, IT service desk/ helpdesk ticketing system & SLA monitoring functionality.

9. It should have a secured sign-on and unified console for all functions of components offered for seamless cross-functional navigation & launch for single pane of glass visibility across multiple areas of monitoring & management.

10. The proposed solution should be capable of building on modern container technologies and have an options to deploy on classic mode non-containerized as well as containerized mode.

11. The proposed Management tools must be able to monitor end to end performance of Server Operating Systems & Databases and should be able to manage distributed, heterogeneous systems – Windows, UNIX Flavours & LINUX Flavours from a single management station.

12. Should provide a centralized point of control (Dashboard) with out-of-the-box policy-based management intelligence for easy deployment for the servers, operating systems, applications and services for correlating and managing all the IT infrastructure components of a business service

13. The system should integrate with Helpdesk / Service desk tool for automated incident logging and also notify alerts or events via e-mail or SMS.

14. The solution should have self-monitoring ability to track status of its critical components & parameters such as Up/Down status of its services, applications & servers, CPU utilization, Memory capacity, File system space, Database Status, synchronization status between primary and secondary system and event processing etc. It should provide this information in real-time through graphical dashboards, events/alarms as well as in the form of historical reports.

15. Alarm Filtering should allow flexible filtering rules for IT staff to filter the alarms by category, severity, elements, duration, by user, by views, by geography or by department.

16. The Operations Manager must have the capability to integrate with the Server Automation component to enable to integrate compliance and vulnerability scan status data into the central Event Management console. This enables to view the KPI status of the node on the Health Dashboard and events in the event browser.

17. The bidder should ensure that all new features available must be available in new/existing solution. The bidder has to provide and install all updates, Version upgrades till the period of contract without any extra cost to Bank.

18. The proposed solution should support all heterogeneous OS, DB, Hypervisor platforms.

19. Bidder is responsible for installing the newly proposed solution in the servers/hosts in the Bank environment.

20. All reports should be configured to generate auto or schedule and send via SMTP on daily/monthly/yearly as per the bank requirement.

21. Bidder must engage OEM and bidder professional team/services onsite to implement the whole project.
22. Bidder must provide the details architecture of the provided solution along with installation and administration guide which must include high level Design (HLD) and Low Level Design (LLD).
23. Bidder is responsible to inform if any new version/update/service pack/upgrade of proposed solution are available by OEM, to the bank within seven days of the such release and provide the upgrade solution within one month of such release without any additional cost to the bank during the period of contract.
24. Bidder is responsible for health monitoring of the central and distribution server on a continuous basis.
25. If any more additional licenses are procured by bank though the successful bidder or any other bidder all such licenses are to be maintained by bidder.
26. All installed OS software/firmware must be of stable version and all recommended patches should be installed by the bidder and same to be submitted to the bank on monthly basis .
27. Bidder has to enable/configure events source so that the proposed solution can be integrated to Bank Mail system and SMS Gateway.
28. The URLs of management server /software of proposed solution should be accessible on https with valid certificate during the contract period.
29. The proposed solution should be integrated to LDAP for authentication and should have two factor authentication .
30. The proposed solution should be free from any kind of vulnerabilities.
31. Bidder should keep the Bank explicitly informed the end of support dates on the related products/hardware and should ensure a support during the warranty and AMC period.
32. Bidder is responsible for regular back up of the solution as per the defined back up policy
33. OEM support should include advising and helping the Bank in implementing controls for the risk advised by regulators/govt. of India.
34. The hardware and software installation and configuration for the entire set up to be handled by the qualified/experienced Bidder personnel's and Validation from OEM.
35. During customisation of proposed solution or existing solution if any tools or any utility etc are required bidder has to provide the same with out any additional cost to the Bank.
36. Deployment of servers required coordination with different project application vendors. The bidder should co-ordinate with the software vendor while installing and ensure installation and commissioning for running the applications for which these servers are procured.
37. The bidder shall conform the integrity of the software supplied i.e. the software is free from bugs, malware, covert channel in code etc.
38. Bank will not provide any remote session like team viewer, WebEx etc for any kind of installation, bug fixing, updated and upgrade on entire project tenure.
39. The proposed solution should have ability to freely change forms, fields, work flows, escalation and authorization structure and reports according to bank process without affecting the future tool updates and integration with 3rd party solution.
40. The proposed solution should have ability to configure metrics and provide SLA report as required by Bank.
41. For Bill of Material and Minimum Technical Specifications details refer to Annexure 12 – Minimum Technical Specifications and Annexure – 02: Bill of Material

Sizing of Solution

Sr. No	Security Solution	Initial Licenses Required	High Availability/DR Infrastructure	Infrastructure	Remark	Proposed Make / Model
1	Server Monitoring	Initially 900 with increase of 50 year on year	Solution/all components in **DC &** and **DR in standalone** with all the related required items/ accessories. DC and DR should be fully redundant and capable of entire load at any point of time.	The Bidder shallprovide appliance, OS, Database & Storage and necessary backup solution including any components required to make solution running as per Scope and SLA		

Initially Bank will procure 1000 number of licenses for Server Monitoring which will be increased every year by 50 numbers.

Server Management

1. The proposed solution must support a multi-tier deployment architecture with distributed management servers for scalability purposes.
2. Should support integration with AD along with functionality to create application specific users with role based access control list.
3. Should provide secure and encrypted data transfer between data collectors through SSL enabled tunnel configurable from centralised console.
4. Should support agent based monitoring.
5. Should be able to configure action based rules for a pre-defined alarm/alert enabling automation of tasks.
6. Should support distributed /remote monitoring.
7. Solution should support web based reporting interface with reports and functionality to define, customise, and schedule analysis reports (give KPIs for indication).
8. Solution must enable configuring a dynamic threshold setting for metrics being monitored with reference to absolute value, percentage or deviation from baseline.
9. Ability to provide role based user management groups.
10. Ability to enable Admin to automatically discover, group, monitor devices in the environment.
11. Solution should give one dashboard for alert from Infra servers, DB servers, App servers, Web servers, etc.

Capacity Management

1. The solution should facilitate the collection of data to measure capacity and performance levels of IT components from various domains/platforms used as part of an IT system including:

- Servers (Physical and Virtual)
- Databases
- Middleware
- Web Servers
- Application servers

2. The solution should facilitate the monitoring of performance and usage levels against customer defined thresholds
3. The solution should be able to control the frequency and format of the monitoring activities, discarding non-relevant periods such as weekends or non-business hours.
4. The solution should perform trend analysis by providing access to historic and time-based capacity and performance data
5. Solution should analyze how capacity needs are related to business drivers by correlating resource performance with business KPIs, such as identifying the storage space requirements of Business applications including core-banking
6. Solution should estimate saturation points in terms of business metrics, such as identifying the maximum number of transactions that can be supported by the current infrastructure
7. Solution should able to model how infrastructure changes, such as horizontal/vertical scaling, and business changes, such as business trends, impact resource utilization and service response time
8. Ability to identify bottlenecks and required additional capacity to support expected/desired growth in terms of business KPIs, while also respecting thresholds on resource utilization
9. Tool should able to monitor forecasted issues and deviations from baselines and automatically notify users (e.g. via mail to defined recipients with attached by-exception reports)
10. Tools should provide reporting to design, generate, and publish scheduled, on-demand, and by-exception reports in PDF, HTML, RTF, PPT, and other formats.
11. Solution should analyse resource utilization with respect to business cycles to identify busiest periods, periodical behaviours, and baselines
12. Should able to analyse aggregated resources at different levels, such as physical clusters or any other logical groupings, and generate "typical" utilization profiles

7.2.8.6 Endpoint Protection Solution

Bank is currently having Symantec Endpoint Protection solution installed in all the client and servers of the Bank. The version of the Symantec EPP Software is v14.3.

1. Proxy Server is configured on all SEPM Servers for downloading AV Updates and it stores Content revision for 90 days.
2. All branches are configured with GUP (Group Update Provider) in GWPC (Gateway Machine) which help to push definitions to endpoints available in that branch. Once the GUP gets updated/latest definition from SEPM servers, endpoints will receive definition from GUP server instead of SEPM server.
3. Once SEPM identifies endpoint with out-dated or old definition revision, it sends notification to endpoint about arrival of new definition and location of shared location available in GUP server of the branch.

4. After all information is available, Symantec endpoint updates the definition from shared folder and communicates to SEPM server with definition revision details for inventory.

5. The bidder may quote for renewing existing licenses quantity as per Annexure – 02: Bill of Material and implement the additional feature in the existing system as per the technical Specifications given in the RFP for the period from 01.10.2023 to 30.09.2028 or bidder quote for a new solution for the product as per the technical Specifications given in the RFP. The bidder has to quote for renewing the licenses end user license quantity as per Annexure – 02: Bill of Material for the period from 01.10.2023 to 30.09.2028. In case the bidder is quoting for the existing solution, the bidder has to update all the software and Application (Operating System, Database, Endpoint software) of the servers to the latest version. Also, bidder has to install all the updates, Version Upgrades on all Servers (x86 platform, RISC platform, IBM AIX & Linux flavours / platforms, Endpoint software) and Clients in the Bank, to the Latest Version upgrade and updates whenever available without any extra cost to the Bank. Also, the Successful Bidder has to upgrade/ update with downtime permissible to the SLA terms of the project. Bidder is required to Supply and upgrade exiting MS SQL database to the latest supported version.

6. In case the bidder is quoting for a new solution, bidder has to install the solution (software on Client PC's, Servers, Operating System, Database, Application etc. any other component to make the system live) on the VM infrastructure and commission the system on the Banks environment before 30.09.2023. In case the bidder is not able to make the solutions commission on the Banks environment before 30.09.2023, Bidder should renew the existing licenses of Broadcom Symantec and provide support for the existing Broadcom Symantec Systems in the Bank till the time the new solution is commissioned on the Banks environment. Bidder has to provide all the components (Hardware, Software, Application, Cables) to make the solution successfully live on the Banks environment. The bidder has to configure new solution in the line-up of the current architecture of GUP Server where the Central servers sends patch file to GUP Server in the branch and other clients in the branch receives the update from the GUP Server.

7. The successful bidder has to provide detailed solution document, project implementation plan, architecture diagram (HLD and LLD) and provision for hosting the proposed solution through Bank's VM Infrastructure .

8. The solution should comply and meet all technical features as proposed in this RFP

9. Provision of 36000 enterprises licenses from OEM for endpoint protection solution by successful bidder.

10. The successful bidder has to deploy Endpoint protection solution in Bank's premise at DC and DR locations

11. Bank proposes to use Bank's Infrastructure for deployment of on-premises component of the solution. However, if bidder requires any specific hardware (for on-premises components) for delivering the solution, the cost for the same to be included in the price bid.

12. Offered products / Software/hardware should be of latest version.

13. The successful bidder has to provide the methodology to distribute signature updates locally like existing GUP Server.

14. For Bank bidder will be the single point of contact for all type of technical support services/support & SLA

15. Successful bidder should ensure that OEM has to release the models of machine learning for preventing the intrusion of the file and file-less malwares for which the signatures are not available. SI will be responsible for deploying these models/signature on the endpoints.

16. In case, new threats are declared, then the OEM is responsible for releasing the signature / pattern/AI&ML models to protect the Bank from these new threats.

17. The successful bidder has to configure schedule scan as per Bank's policy

18. The successful bidder has to provide Application access as per path/hash/categories as per Bank's policy.

19. In case if the bidder proposes EPP solution other than Broadcom (Symantec) solution, in such case the bidder has to remove existing Symantec agent and install new Endpoint Security agent on all Endpoints.

20. The proposed solution must have distribution tool to push endpoint agent across all assets.

21. The proposed solution should run on ORACLE Database. In case the solution requires any other Database, the bidder has to quote the same in Annexure – 02: Bill of Material.

22. The bidder has to setup Antivirus servers and provide support at Banks Datacentre and Disaster Recovery Locations till the end of contract period.

23. The bidder would be fully responsible for installation, uninstallation / reinstallation, configuration, maintenance, Version upgrade, update & troubleshooting of Antivirus Servers, clients and its associated server (Database, Report) at Banks DC and DCR during the period of the contract.

24. The bidder should fix all the technical problems, provide and implement upgrades, updates free of cost to BANK as and when released by the OEM during license period.

25. The bidder to have back-to-back arrangement with OEM/Service provider for Support, updates and upgrades. A confirmation for back-to-back support from original equipment manufacturer (OEM)/Service Provider shall also be submitted in addition to Manufacturer's Authorization Form for the contract period.

26. The bidder shall provide free maintenance services during the period of contract. During license period, the bidder shall provide and install upgrades, updates, patches and regular virus signature updates, etc. without any additional cost. During the contract period, the bidder must depute qualified maintenance engineer for facility management.

27. The bidder shall ensure that faults and failures intimated by Bank are set right within 24 hours of being informed of the same.

28. The bidder must proactively inform about potential security threats/vulnerabilities, new global security threats/ zero-day attacks in circulation and suggest suitable countermeasures to safeguard Bank's IT assets / data.

29. During any kind of cyber security attack on Bank locations, bidder team must be available to resolve the issue on high priority basis throughout the contract period. If required for prompt resolution, bidder's representative should ensure physical presence at Bank Data Center Mumbai and DR Site Hyderabad. Bidder team must perform root cause analysis of the cyber-attack and block the necessary loopholes which led to the attack. Bidder must also provide measures to prevent the same from happening in future. Bidder must submit a detailed report of the cyber-attack and its resolution.

30. The successful bidder has to resolve any operating system and application software, etc. problems for successful installation and operations.

31. Any other license, if required for successful commissioning need to be provided by the successful bidder.

32. The one-year Warranty will start from the commissioning acceptance sign off by the Bank. After the expiry of the Warranty period, ATS of the Antivirus software will start till the contract period.

33. During the support period, the successful bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service, Maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the Solution.

34. The successful bidder should inform Bank about the end of support and end of life of the product proposed.

35. The successful bidder should inform the product life cycle of all the products supplied by the vendor and should specify the product road map in the technical bid.

36. Solution Should have the capability to generate User based Alerts and Reports in case of following events -
    - Virus outbreak alert
    - Special virus alert
    - Virus found- first and second actions unsuccessful
    - Virus found - First action successful
    - Virus found - Second action successful
    - Network virus alert
    - Suspicious vulnerability attack detected
    - Virus detection reports
        - ✓ Viruses detected
        - ✓ Most commonly detected viruses (10,25,50,100)
    - Antivirus client information reports
        - ✓ Detailed
        - ✓ Basic summary
    - Comparative Reports
        - ✓ Spyware/Grayware,
        - ✓ Grouped by (Day, Week, Month)
        - ✓ RANSOMWARE (Day, Week, Month)
    - Antivirus server deployment reports
        - ✓ Detailed summary
        - ✓ Basic Summary
        - ✓ Detailed Failure rate Summary
    - Network Virus reports
        - ✓ Policy Violation report: policy violations, grouped by (Day, Week, Month)
        - ✓ Service violation report: Service violations, Grouped by (Day, Week, Month)

- ✓ Most common clients in violation: clients with the most violations, (10, 25, 50, 100)
- ✓ The successful bidder shall ensure that services of professionally qualified persons will be available for preventive onsite maintenance of the security Solution during support period.

37. For Bill of Material and Minimum Technical Specifications details refer to Annexure 12 – Minimum Technical Specifications and Annexure – 02: Bill of Material

7.2.8.7 Serena Version Control PVCS

1. Bank is using Polytron Version Control System (PVCS) software package of Serena Software Inc with 5 concurrent user licenses for version control of source code files. PVCS follows the "locking" approach to concurrency control. Bidder has to provide support for the software and renew the licenses till 30.09.2028. The bidder may also quote, supply, install and support an equivalent software sufficing the Banks need for Version control of the Source code file of applications in the Bank till 30.09.2028.
2. This tool is mainly used for maintaining the version of the codes and provides safe and secure production codes and important documents.
3. In case the bidder is quoting for a new solution, bidder has to install the solution (software on Client PC's, Servers, Operating System, Database, Application etc. any other component to make the system live) on the VM infrastructure and commission the system on the Banks network. Bidder has to provision all the components (Hardware, Software, Application, Cables) to make the solution successfully live on the Banks network.
4. The proposed solution should run on ORACLE Database. In case the solution requires any other Database, the bidder has to quote the same to meet the bank's requirement.
5. For Bill of Material and Minimum Technical Specifications details refer to Annexure 12– Minimum Technical Specifications and Annexure – 02: Bill of Material

7.2.8.7.1 *Features of a version control system*

6. The proposed solution should be reliable i.e., keep versions around for as long as we need them and allow backups.
7. The proposed solution should have provision for multiple files i.e., track versions of entire project and not just single files.
8. The proposed solution should show meaningful versions i.e., what were the changes made and why where they made?
9. The proposed solution should allow for revert i.e., ability to restore old versions, in whole or in part
10. The proposed solution should allow to Compare versions and the changes in them
11. The proposed solution should have provisioning to review history, for the whole project or individual files, not just for code but for prose, images etc.
12. The proposed solution should allow multiple people to work together:
    a. Merge: combine versions that diverged from a common previous version
    b. Track responsibility: who made that change, who touched that line of code?
    c. Work in parallel: allow one programmer to work on their own (without giving up version control)

d. Work-in-progress: allow multiple programmers to share unfinished work (without disrupting others, without giving up version control)

7.2.8.8 Augmentation & AMC of x86 Servers

Bidder is required to Augment/upgrade the existing Dell x86 Server's RAM for the servers mentioned in Annexure – 02: Bill of Material.

Blade Model	Dell M750C
RAM TYPE	DDR-4
Single RAM Size	64 GB
RAM Speed	3200 MT/s
Installed Capacity	512 GB
Number of Servers	DC- 15, DR – 14
Current Total RAM in each Server	512 GB
Increase of RAM in servers required	**512 GB**

Blade Model	Dell M740C
RAM TYPE	DDR-4
Single RAM Size	32GB RDIMM
RAM Speed	2666MT/s
Installed Capacity	320 GB
Number of Servers	DC- 31, DR – 23
Current Total RAM in each Server	320 GB
Increase of RAM in servers required	**448 GB**

Bidder is also required to provide AMC of x-86 servers listed hereunder for the period mentioned in Annexure – 02: Bill of Material.

Sr. No	Description	OEM	Qty - DC	Qty - DR
1	2 x Intel Xeon Silver 4116 processor 12C / 2.1 Ghz	Dell	3	3
2	2 x Intel Xeon Silver 4114 processor 10C / 2.2 Ghz	Dell	8	4
3	Latest Intel Xeon Skylake processor with minimum 8 core/2.2 Ghz	Dell	2	0
4	2 x Intel Xeon Silver 4114 processor 10C / 2.2 Ghz; CPU with cryptographic encryption enabled	Dell	1	0
5	2 x Intel Xeon Silver 4110 processor 8C / 2.1 Ghz	Dell	6	4

6	2 x Intel Xeon Silver 4114 processor 10C / 2.1 Ghz	Dell	2	2
7	Blade Chassis	Dell	4	3
8	Blade Server	Dell	31	23
9	Lenovo HX 3321 Server	Lenovo	4	4

7.2.8.9 Application Performance Management

1. Bank is currently having Appnomic Application Performance Monitoring (APM) Solution for monitoring performance of the Application software and Hardware of CBS, FTM and Internet Banking and displays transaction dashboard for applications such CBS, ATM, INB, UPI, MB, FI and m-passbook. The version of the application is HEAL v5.0.

2. Bank intends to enhance its APM system to an enterprise wide, integrated Application Health & Performance Management solution, for all servers/devices/solutions and application monitoring needs - end user applications and underlying infrastructure components such as application servers, databases, middleware & messaging components, web servers, web services, virtual systems and cloud resources.

3. The bidder has to renew the Appnomic software licenses from date 1st March 2024 to 30.09.2028. The bidder has to provide for an onsite OEM Facility Management - Developer for managing the system. The bidder has to upgrade and update the versions of the solution as and when patches / Upgrades are released by OEM during the period of the contract at no extra cost to the Bank. The bidder has to manage the APM Solution during the period of contract from the date of renewal of the Appnomic software licenses by the bidder.

4. In case the bidder is quoting for a new solution, bidder has to install the solution (software on Client PC's, Servers, Operating System, Database, Application etc. any other component to make the system live) on the VM infrastructure and commission the system on the Banks environment before 28.02.2024. In case the bidder is not able to operationalize the solutions on the Banks environment before 28.02.2024, Bidder should renew the existing licenses of Appnomics and provide support for the existing application in the Bank till the time the new solution is commissioned as per the requirements of the Bank. Bidder has to provide all the components (Hardware, Software, Application, Cables) to make the solution successfully live on the Banks network.

5. APM Tools should include the ability to combine data from disparate monitoring silos and correlate them through software code (instrumentation), log files, hardware statistics and network throughput usage reports collected through both synthetic and real methods and provide advanced analytics/AI/ML features to improve end user experience for the services provided by the Bank's IT. The solution should provide dashboard for monitoring, management of application performance on various metrics.

6. The scope includes two sets of performance metrics which shall be closely monitored by the Application Performance Monitoring solution:
   a) Performance experienced by end users (both front end and back end) of the application.

b) Performance metrics measures the computational resources used by the application for the load, indicating whether there is adequate capacity to support the load, as well as possible points/locations of a performance bottleneck.

7. The proposed solution should have capability to monitor all the components at all layers for an optimal, application delivery and helps to improve the end user experience at the last mile. The solution should detect and diagnose complex application performance problems to maintain an expected level of service.

8. The Application Performance Monitoring (APM) solution should aim at providing comprehensive and centralized monitoring at all levels, including synthetic monitoring as well as end-user experience monitoring.

9. Bidder shall provide robust APM solution along with all necessary modules / features with scalability to meet future needs for monitoring application performance, a platform which provides analytics for issue tracking, auto ticketing and predicting issues and integrate with various platforms / application systems in the Bank.

10. The proposed solution should run on ORACLE Database. In case the solution requires any other Database, the bidder has to quote the same to meet the bank's requirement.

7.2.8.9.1 *Application Performance Management – Scope of Work*

1. As part of the project implementation, minimum one resource from the OEM having adequate experience in proposed APM solution implementation has to be deployed onsite during the entire implementation period to supervise the installation and implementation process.

2. Post implementation, the resource (OEM Developer Resource + Bidder Resource) must be available onsite as per the requirement of the Bank and will act as SPOC for the entire duration of the contract without any additional cost to the Bank.

3. Post implementation, Bidder has to provide onsite support for any customization or new implementations in any API or the APM solution as per discretion of the Bank as and when required by the Bank.

4. The bidder shall deploy additional on-site support, as per requirement of the Bank, for resolving all APM solution related issues, including re-installation of required software for the proposed solution, during ATS (Annual Technical Support) period or the extended period as per the RFP/ Agreement terms without any additional cost to the Bank.

5. Bidder will have to provide and implement patches, updates and upgrades of the entire APM solution stack and other related software(s), tools required for smooth functioning of APM Solution, supplied by the bidder without any cost to the Bank during the period of contract.

6. Bidder should provide perpetual Enterprise-Wide License required for selected applications, software, tools, components, etc. provided as a part of the proposed APM Solution.

7. Bidder has to ensure licenses provided should have unrestricted access (without any limitation in no. of users, instances, installations, hardware etc.) for the selected application and should not be tied to the hardware installed even after expiry of the contract.

8. Bidder has to create and submit detailed manuals, process documentation, SOPs (Standard operating procedures) for APM monitoring, deployment, architecture/administration, gateway configuration, creation of APIs, configuration for API etc. and other SOPs for management, integration with SIEM/AD/DAM, DR Drill, Business Continuity Plan etc. before project signoff, besides this SOP should also cover log monitoring management including configuration, deployments, backup and recovery etc. and should be updated on regular basis by bidder/OEM.

9. Bidder has to ensure that the bidder onsite resource will manage and monitor the proposed APM setup for day-to-day activity and will take daily backup and perform restoration of the same as per Bank's backup policy.

10. The onsite resource(s) will co-ordinate with all stake holders-OEM, Vendor and Bank, etc, and log the call with OEMs if the problem resolution is beyond his/her capacity and get it resolved. Daily status of calls logged with OEM along with status of the same is to be provided to the Bank.

11. Bidder as part of technical evaluation may be required to demonstrate Proof of Concept (POC)/presentation of their proposed Application Performance Management solution. Bidder has to arrange for site visit to Bank officials, as per requirement of the Bank, during technical evaluation of bids.

12. The proposed solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the period of contract. The auditors may be internal as well as external. The successful bidder should comply with all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost.

13. Bidder has to comply to all audit observations of the audit, assessment, testing etc. within the stipulated timelines, failing which Bank will impose penalty.

14. The bidder must design the solution with secure Infrastructure in Data Centre and Disaster Recovery and any other site, as per Bank's requirement. The solution should work in Active mode in Datacentre (Primary Site) and passive mode in DR Site (Secondary Site) & vice versa whenever Datacentre becomes secondary site and DR site becomes Primary Site.

15. The solution should be capable of seamless DC-DR replication.

16. Bidder shall migrate the applications from existing monitoring solution to the proposed solution, as per Bank's schedule.

17. Bidder shall submit architecture diagram of entire setup with network and Information security requirements.

18. Bidder shall configure admin module to integrate various applications to the centralized deployment.

19. Bidder shall configure user management module to handle:
    a. Migration of existing users and user parameters
    b. User creation / modification / configuration

20. Bidder shall provide user interface, Report(s) & Dashboard(s) for
    a. Generating application health alerts
    b. Online real-time user dashboard
    c. Break-up of critical issues per application
    d. Categorisation of RCA

21. The solution must be able to generate and send automated alerts (system health) and must be able to get integrated with the existing / new alert mechanism deployed in the Bank.
22. The solution must integrate with all necessary systems / applications in the Bank including SOC, PIMS, NOC, ITAM, Service Desk, ADS, SSO, ITSM, etc. at no extra cost to the Bank.
23. The proposed tool should have the capabilities to integrate with ITSM tools to –
    a. Extract the events / alerts using API"s / connectors
    b. Correlate the extracted events for accurate causation analysis
    c. Rank Alerts /events appropriately so that right Alerts can be highlighted to Operations Team for taking right decision / actionable
    d. Reduce redundancy by highlighting alert similarities for faster solution identifications
    e. Suggest Quick fix actionable
24. The product should be compliant with guidelines issued by applicable regulatory authorities such as RBI, UIDAI, and GOI etc.
25. Bidder shall provide APM integration experts to setup Application Monitoring and End User Experience Monitoring and to develop dashboards per application to address both business and technical use cases as per the requirements given in this RFP. Implementation to ensure proper integration with the Operations tools used by the Bank teams to perform root cause analysis, proactively monitor and resolve issues in Production IT Environment (Bidder as well as OEM resource) during the all integration activities.
26. Bidder shall provide operational support for the entire Application Monitoring Solution for 5 years from the go live (including activities related to administration, upgrade, maintenance, storage management, backup management, and other related activities), to keep system running so that availability can be assured.
27. Bidder shall develop customized report(s) / dashboard(s) to meet day to day operations as well as monitoring and regulatory requirements during the entire contract period.
28. The solution must be capable to collect baseline component, tag with context and alert based on a threshold metrics comprising of latency, traffic, errors and saturation.
29. The solution should Collect application-wise system and application logs and centralize the storage of log data for analysis and transformation.
30. The solution should Collect, ingest, correlate and analyse the real-time data, logs etc.
31. The solution should provide Real time alerts - email/SMS for incidents.
32. The solution should use a combination of notification rules, process changes, dashboards and machine learning (ML)-based platforms.
33. The solution should Issue alerts pertaining to configured transactions and to help bank team in interpreting already configured transactions.
34. The solution should be capable of Configuration / customization / modifications or adding new dashboards / alerts for getting more clarity into the issues.
35. It should be able to provide tier break in all layers (Web, Application, Middleware, Database etc.)
36. The solution should be capable of in-depth analysis of the issue with analytics and provide RCA (Root cause analysis) and for some issues RCCA (Root Cause and Corrective Action).
37. The solution should be capable of checking performance of individual web requests, transactions, requests over all channels include the legacy and digital channel.

38. The solution should be capable of checking Real time user journeys monitoring that cuts across multiple internal applications.
39. The solution should capture usage and performance of all application dependencies like databases, middleware, web services, caching, etc.
40. The solution should capture detailed transaction traces down to specific lines of code.
41. The solution should capture Code level performance metrics.
42. The solution should capture Basic server metrics like kernel, CPU, memory, file system etc.
43. The solution should capture Application framework metrics like performance counters, JMX mBeans, etc.
44. The solution should capture Custom applications metrics.
45. The solution should capture Application log data and errors.
46. The solution should reduce mean time to repair.
47. The solution should capture Real user monitoring experience and journey. For all slow pages, solution should pin point the cause and give recommendations.
48. The solution should provide RCA identification with business affected alarms correlation (inter-domain and cross-domain correlation) to give end to end visibility of the request flow.
49. The solution should provide Self-healing capability and auto creation incident.
50. The solution should have capability of Building use-cases with agile project methodology approach to ensure customer experience.
51. Solution should be compatible with containers and micro-services where they are discovered and mapped automatically, without any need to modify container images or code.
52. The platform needs to provide analytics for issue tracking, auto ticketing and predicting issues.
53. The solution should be able to carry out synthetic Monitoring for the identified application / URL's/ Web Pages /API's/Mobile Apps.

7.2.8.9.2 *Detailed Scope of Work for APM*

1. The bidder shall supply, implement and manage all deliverables related to Application Performance Monitoring and Management solution which included the following (but not limited to)-
    a) 24x7 Application Monitoring for Observability, Availability & Performance
    b) Alert Management (by way of SMS, email and notifications etc.)
    c) Monitoring, Administration & Sustenance
    d) Automated Reports
    e) Incident Analysis
2. The list of indicative Applications are (but not limited as below)-
    1. CBS
    2. FTM (IIB/ACE/CP4I)
    3. Internet Banking and Mobile Banking (Omni channel Super APP)
    4. UPI
    5. Digital Lending Platform
    6. ATM Switch
    7. FI Gateway

8. NEFT / RTGS
9. FOREX
10. E Treasury
11. HRMS
12. ASBA
13. CTS
14. IMPS
15. SWIFT
16. V KYC
17. GBM

3. Key Activities and Deliverables:
   a) 24x7 Application observability for availability & performance.
   b) Dashboards to monitor the alerts triggered by monitoring platform for various components/transactions across applications and intimate the respective stakeholders.
   c) Automate and follow standard operating procedures for various monitoring tasks as per discussions with application owners.
   d) Automate and log service ticket in Bank's service desk for high priority alerts.
   e) Maintain call logs for calls made to / received from application owners.
   f) Enable/disable monitoring of components as per approved requests from application owners.
   g) Proactively prepare and publish first-hand analysis reports on incidents causing major outage / downtimes.
   h) Publishing of performance reports of the applications integrated with APM solution to the application owners
   i) Alert Management
      • Daily call logs circulated to application owners.
      • Daily alert analysis report circulated to application owners.
      • Daily alert report circulated to application owners
      • Assist to enable/disable alert profiles as per request from application owners, whenever required.
      • Weekly analysis review of top alerts based on monitoring data.
      • Reports on symptoms and cause analysis and correlations thereof – problem and knowledge management.
      • Alert streamlining and reduction of number of alerts over the next few quarters.
      • Monthly review of alert summary compared against previous month
      • Prepare half-yearly review report for each monitored application, create improvement action plan and review with users.
   j) Monitoring Platform Administration & Sustenance
      • Continuously check data collection status of all components and transactions across applications categorized as per criticality.

- Raise tickets / tasks for monitoring platform administrator to work on data collection issue, if any.
- Coordinate with Bank's application team during any change-release events within the application.
- Conduct DR drill with Bank's application team.
- Reset thresholds as per approved request from application owner.
- Perform monitoring platform health maintenance activities, such as DB backup, monitoring platform services restart.
- Managing monitoring platform metadata & sustaining Implemented applications by
  - ✓ Audit of configured parameters and fine tuning of thresholds and alerts
  - ✓ Call with application owners to understand change in environment
  - ✓ Configuration of product components / KPI's in monitoring platform
  - ✓ Installation / configuration of agents on additional target servers
  - ✓ Configuration of transaction in monitoring platform

k) Monitoring platform system health check periodically (watching for errors in logs)

l) Create and maintain monitoring platform configuration & maintenance documentation.

m) Undertake advanced administration tasks as required e.g. to support problem resolution in monitoring platform

n) Deploying monitoring platform patch updates as and when necessary with product support team and Bank team

o) Configure / add custom / extensible KPI for configured application in monitoring platform

p) Understand information required & actions desired for various alert scenarios

q) Fine tuning of monitoring platform services and distributing the components / KPI evenly among several data collectors spread across different servers, to take care of increase in monitoring volume and new features

r) Identify monitoring gaps and suggests area of improvements by designing proactive strategies to avoid downtime.

s) Identification of remedial actions, to reduce manual intervention to resume business services and minimize downtime

t) Identify and implement custom forensic actions/information to make require data available to do faster RCA

u) Sustenance of monitoring platform's capabilities for configured applications, i.e.
- Out-Of-Box Component Metrics
- Custom Metrics
- Transaction Metrics
- Application Health Dashboard
- Automated Reports

v) Monitoring platform reporting

w) Reports on month on month trend with severity incidents summary details, to optimize number of alerts

x) Create reports that will help to measure performance and availability of applications, such as; transaction trending reports, availability report

y) Incident analysis

- Provide 1st level details to application owner around alerts during alerts' intimation
- Weekly report consisting of dashboard, weekly incident snapshot, incident trend analysis.
- Weekly review meeting with senior management
- Daily / weekly / monthly alert analysis to review the benefits stirred out of Monitoring Platform.

4. The proposed solution should be able to seamlessly integrate with SOC/existing solutions including Network Operation Centre (NOC) and any future solutions procured by the bank, during the contract period. The Integration work will be responsibility of bidder failing which Bank may not provide signoff /acceptance of the solution and will not process the payment of undelivered portion of the solution without any liability (including license cost) to the Bank.

5. Bidder shall be responsible for supply, installation, integration, testing, commissioning, configuring, Implementation, Performance Management, Monitoring, Operation, Upkeep & Maintenance of the solution, warranty and AMC/ATS of licenses (software, middleware supplied) of complete APM Solution as part of this RFP for a period of contract.

6. The Solution should also include Pre-Production, Development and UAT Setup (Web, Application & Database Server) as per the requirement of the Bank and only after successful testing and confirmation by Bank Officials, the same will have to be deployed in production environment.

7. Provide Enterprise wide integrated Application Monitoring as well as Synthetic Monitoring Solution for identified application which closely monitors the following key features:

- **Performance metrics** based on operational requirement of Application monitored.
- **Infra metrics** based on CPU, memory usage and other infra parameters of servers to check its health.
- **User experience metrics** based on performance experienced by end users (both front-end and back-end) of the application
- **Anomaly detection** consider past trends and user feedback and intermetric correlation to find anomalous point in real time
- **Prediction** using early warning alerts for predictive monitoring to meet business SLAs
- **Automated insights** controls and bubbling up of insights based on automated data slicing and user feedback
- **Automated remedial** action to reduce the outage time of application

8. Proposed solution must be an Extensible and a business-IT ready platform provide real-time transaction and infrastructure visibility into business application usage.

9. Real time performance and behaviors to troubleshoot in the current state of environment

10. Historical Performance and behaviors to help us understand what has occurred and what is trending.

11. Predictive Behaviors by leveraging analytical tools to create action oriented advice from large dataset collected.

12. Proposed Solution must provide a Web based application - for data centre team to monitor, view and analyse transactions and metrics.

13. Proposed Solution must provide business aligned real-time performance dashboards on end user transactions (transaction whether failed or successful) for various applications monitored by it through real time graphs, tables, reports on the transaction level.

14. Proposed solution must have ability to monitor the transactions from delivery channels and interfaces at transaction level along with time metrics.

15. Proposed solution must have early warning mechanism to prevent any errors before it occurs by sending alerts, based on threshold set on the basis of historical values.

16. Proposed solution must have Automated Forensics for accurate and reduced Root Cause Analysis (RCA) time so that remedial action can be taken as soon as possible.

17. Proposed solution must have service desk, SMS and e-mail integration capability for alert acknowledgement and its proper handling.

18. Proposed Solution must have central UI to monitor multiple applications at one place.

19. Proposed solution must provide administration module defining and configuring parameters for various transactions, modules and setting up their thresholds for alert mechanism and defining role based user access to the visuals and graphs pertaining to respective module areas as per their role.

20. Proposed solution must store historical transactions logs for reporting and reference further used to determine the historical trends.

21. Proposed solution must have ability to use historical trends to determine the volume of transactions any application can sustain.

22. The proposed solution must have search option in the dashboard for easy search with any keywords across all the applications in real time.

23. The proposed solution must have visibility of target file paths in the Dashboard.

24. The proposed solution must be capable of searching entire request & response from the log file.

25. The proposed solution must be capable of retain log data for period of 7 days for accurate forensic analysis.

26. The proposed solution must be capable of sending Email alerts based on errors/ defined fields in the logs.

27. Proposed solution must have feature of exporting any kind of reports like alerts, performance of servers etc. into csv and pdf format.

28. Proposed solution must provide details regarding application uptime, stability and effective use of available resources.

29. For applications like CBS, proposed application must provide feature of scheduled job and batch job monitoring.

30. Proposed solution must have Application component KPIs based on Host, Database, Critical Application Services etc. configured to get insights of system behavior as well as to track impact on performance trends due to system change.

31. Proposed solution must be able to correlate the performance (component) with the load (Transactions) over application to detect the transaction pile up during bottlenecks.

32. Proposed solution must be able to maintain and analyse historical application logs and system behavior for forecasting required system capacity.
33. Proposed solution must have feature of Transaction Status Monitoring provide following details regarding transactions:
    - Transaction failure ratio
    - Detection of transaction performance degradation on real time
    - Monitoring of important transaction slowness/failures with respect to underlying application & hardware behavior so that operations team can work on to minimize transaction drop rate thus improving efficiency.
34. Proposed solution must be able to monitor cut off time of third party transactions to adhere strict SLAs
35. Proposed Solution must be able to track configuration changes of all components being monitored.
36. Proposed Solution must be able to provide real-time correlation between Transaction slowness and affected component.
37. Proposed solution must provide a dashboard provides single pane health summary of all applications monitored.
38. Proposed solution should be able to monitor the required application, built with any language cobol, java, C etc. and irrespective of the platforms that must provide application/environment specific KPIs.
39. For any customization of existing API or creation of any new API on the proposed solution at any time during the contract period, there will be no additional cost to the Bank.
40. Proposed solution must have feature of automated SLA report generation on monthly, hourly and daily basis for SLA monitoring.
41. Proposed solution must have a Management Dashboard for Application and Infrastructure Performance Monitoring
42. Proposed solution must provide module wise analysis of transactions like decline of transaction for deposit A/c opening at branches, IRCTC transaction in Internet Banking, etc.
43. Proposed solution must be able to explore application dependencies quickly and auto-generate maps with multidimensional data models using any combination of attributes and applications.
44. Proposed solution must able to do deep dive diagnostic insight with transaction tracing that supports modern APIs further help in diagnosing the exact cause of performance issues before production in APIs, transactions, code and database calls.
45. Proposed solution must provide analytical report on how any topology, attribute or code change impacts application performance and track back with Timelines to reveal when and why performance changed.
46. Proposed solution must automatically detect anomalies, gather evidence and streamline support workflows with the powerful Assisted Triage.
47. Proposed solution must be able to eliminate alert fatigue with analytics-driven insights to avoid false positive alerts.
48. Proposed solution must be able to automatically correlate multiple data sources from application to infrastructure, giving a complete performance picture.

49. Proposed Application must provide layer critical infrastructure metrics like CPU, memory and disk onto app topologies without integrating multiple products and data silos.
50. Proposed Solution must provide Business aligned real time Performance Dashboards to monitor end user transactions.
51. Proposed Solution must have feature of deep dive component KPI Monitoring for Web Server, Application Server, Database server & Message Queue etc.
52. Proposed Solution must provide Java Level (JVM KPIs) monitoring.
53. Proposed solution must provide SQL KPIs monitoring for Oracle.
54. Proposed solution must have extensibility to add custom KPIs for any environment specific component.
55. Proposed solution must provide Role Based access and integration with Active Directory

7.2.9 Delivery & Installation

The Bidder must perform below activities to successfully deliver and install the in-scope component required for this project.

1. The bidder to coordinate with the respective SPOC (DC & DRC) in respect of all the assignments relating to this particular RFP.
2. The bidder is responsible for delivery, transportation, transit insurance, of in-scope components of the RFP, insurance till acceptance by the bank, installation/implementation and commissioning of In-scope Components at sites including integration, acceptance testing, documentation, warranty, annual maintenance.
3. Any delay in installation of the proposed in-scope components for whatsoever reasons should not entail in expiry of insurance and the same should be continued to be extended up to the date of installation, acceptance and commissioning of the in-scope components and its associated licenses by the Bank.
4. The bidder shall be responsible for installation and commissioning and other related activities.
5. During the installation, the bidder shall check physical availability of items as per the Bill of materials. If any of the items are not delivered / not as per the specification etc., the bidders' representative/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered.
6. The Bidder shall have to arrange for all testing equipment and tools required for installation and maintenance.
7. The bidder shall adhere to the service level specified in the RFP for the migration of the data from existing solution to proposed solution.
8. Bidder shall document migration Plan(s) and design using the validated data collected during discovery process, including definition of the migration methodology to be employed.
9. The bidder shall adhere to the service level specified in the RFP for the installation/implementation of in-scope components supplied by the bidder.
10. The Bidder should inform the necessary Power, Space, Cooling requirements for the deployment of Hardware for in-scope Applications.
11. The Bidder is required to provide the necessary pre-requisites to the Bank at least two weeks before the product delivery.

12. Bidder is required to co-ordinate with the CBS-SI for the installation of all Software Licenses

7.2.10 Maintenance

The Bidder must perform below activities to successfully commissioning of in-scope Components of this RFP after successful migration of the data.

1. The Bidder shall provide the High-Level Document & Low-Level Documentation with as-is built documentation.
2. Provide Knowledge Transfer to Bank throughout delivery of the Service, which includes a detailed overview on the implementation and configuration parameters and features and functionality of Bank's in-Scope components of this RFP. This should include a handbook about maintenance, management and housekeeping which shall be guiding document to Bank.
3. The Bidder to ensure proper details and mechanism for ATS.
4. The bidder needs to provide knowledge transfer not limited to below:
    a. All the necessary OEM documentation, OEM Portal login details, the software copies
    b. All the license copies.
    c. On how to use the centralized management tool for day-to-day operations.

7.2.11 RFP In-Scope Activity Set

This section describes the High-level activity list to be followed by relevant stake holders will complete the required activities in the following set:

Activity Set	List of Detail Activities
Kick-Off Meeting	Bidder will: ✓ Conduct a Kick-off Meeting with the Bank stakeholders to review the project Scope, Approach, Deliverables, Milestones, and responsibilities of both parties. ✓ During the Kick-off Meeting, Bidder will exchange contact, procedural and schedule information with Bank
Pre-Site Tasks	Bidder will: ✓ At least one week prior to commencing Service at the Service Location, Bidder will provide Bank with a Pre-site Readiness Checklist. Bidder will verify that the necessary prerequisites listed in the Pre-site Readiness Checklist have been completed. Checklist includes an inventory of Bank's environment included in the Scope of the Service. ✓ Bidder will meet with the Bank to confirm logistics, such as user access and workspace, and identify any modifications to Bank's inventory in the Pre-site Readiness Checklist. ✓ When the Pre-site Readiness Checklist is completed and verified by Bidder, Bidder and Bank will schedule the Service to commence at the Service Location.
Handholding and Training	Bidder will: ✓ Provide Knowledge Transfer / hand holding to Bank's technical staff throughout the delivery of Service, which includes a detailed overview on the implementation and configuration parameters and features and functionality of the proposed in-scope Application software and

Activity Set	List of Detail Activities
	System & Supporting software. ✓ A detailed training by Bidder/OEM has to be conducted for selected bank employees
Project Closure	Bidder will: ✓ Review the proposed Applications, System Software and supporting Applications with the migrated data with Bank's project team. ✓ Review Service-related documents with Bank. ✓ Review troubleshooting, support, and escalation procedures with Bank.

7.2.12 Mandatory Training/ Knowledge Transfer

The Bidder will provide adequate and effective administration training to bank's identified officials on the in-scope components of the RFP around maintenance and management, housekeeping at no extra cost to the bank. Bidder should provide minimum 2 set of 5-day Training/Knowledge Transfer to Bank.

7.3 Facilities Management Services

1. This section describes the Facility Management (FM) services required by the Bank in the RFP. Successful Bidder needs to consider and envisage all services that would be required in the maintenance of in-scope components part of this RFP for the period of contract.
2. Facilities Management Services is envisaged for the DC, DR, Near Site, branches and offices including CO, ZOs, ROs and other administrative outfits. The support for branches and offices including CO, ZOs, and ROs will be provided remotely from DC and DR for the in-scope components of the RFP (hardware, software and application).
3. Facilities Management for all purposes means all onsite people deployed providing support, AMC, warranties, ATS required for the maintenance, monitoring and support of the application, and equipment.

7.3.1 Facilities Management Services (FMS)– Scope of Work

a) Successful Bidder is required to provide support at all levels i.e. L1, L2, L3 for all in-scope components part of the RFP, during the tenure of the contract. Successful Bidder is required to provide branch level installation and remote trouble-shooting support for the components in the tender.
b) Successful Bidder is required to provide support for equipment replacement.
c) Successful Bidder is required to perform fine tuning for all the hardware equipment/Appliance and Software/System Software as part of the RFP, on a regular basis.
d) Successful Bidder is required to co-ordinate warranty repair or replacement service for the hardware and process warranty claims, as applicable.
e) For the components in this RFP, Successful Bidder is required to bear transportation and other related costs, if the equipment's are required to be taken outside the Bank's premises for repairs and maintenance.

f) Successful Bidder FM is required to co-ordinate and schedule maintenance activities with the end user and appropriate support functions of the Bank.

g) Successful Bidder is required to maintain accurate documentation on the current location and status of hardware/software in the process of being repaired/updated.

h) Successful Bidder is required to provide maintenance data, as reasonably requested by the Bank, to support replacement/refresh scheduling.

i) Successful Bidder is required to co-ordinate with all the stake holders including OEM for maintenance, replacement or any up-dation of software.

j) Successful Bidder is required to update, or provide the information required for the Bank to update the Asset Management system with the Bank.

k) Bidders needs to ensure that, any software patch updates / releases / advisory from OEM; OEM should notify Bank's stake holders via email.

l) The Bank will not be liable to pay any additional amounts in respect of any sort of maintenance required during the tenure of the contract for in-scope components part of the RFP.

m) Successful Bidder is required to ensure that all the servers (DC/DR/NS) and PCs are updated with the latest antivirus version and signatures for the tenure of the contract.

n) Successful Bidder is required to provide preventive maintenance of in-scope components part of this RFP on bi-annually basis and submit observation reports to the Bank.

o) Successful Bidder is required to conduct DR-drills quarterly as per Bank's schedule to test the functionality of the DR for the in-scope components in this RFP.

7.3.2   Scope of Work for Onsite Engineer

The Scope includes (but not limited to) the following:

a) Post successful acceptance of commissioning by Bank for an application, on-site L1, L2, L3 support should be available during business hours on all working days of the Bank, for the period of contract. Onsite resource should extend the support during non-business hours or non-working days on need basis, such as for any issue with the deployed solution or during planned activities etc.

b) The Onsite resource should roll out and maintain all in-scope components part of the RFP.

c) Overall proactive monitoring through online dashboard and management of in-scope components and related services is part of this RFP. The implementation of IT solutions on additional agents after signoff of the solution shall be done by onsite Engineer without any extra cost to the Bank.

d) Overall monitoring and management of the project during and after installation for the full period of contract.

e) Submission of periodical reports on the performance of all in-scope components and its reviews.

f) Redesigning of the solution for optimal output of the solution in interest of the Bank during the period of contract.

g) Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the services/ Operations.

h) The onsite resource should support and coordinate / cooperate with the bank & vendor teams.

i) The onsite resource should optimize existing processes and recommend changes for optimal functioning of Solution, in-tune with best practices and audit compliance.

j) The onsite resource has to ensure the support from respective OEM for all in-scope components to carry out the activity for expansion, upgrade and configuration of proposed solution during the period of contract without any additional cost to bank.

k) The bidder shall provide backup resource in case onsite resource avails leave.

l) Onsite resource should coordinate with all the internal teams for follow-up for open tickets & activities.

m) Confidentiality of the Bank's data and all related details shall not be disclosed by the bidder to any third parties or persons.

n) The Bidder should submit back-ground verification report of the onsite engineer along with all documents at the time of joining onsite.

o) The onsite resource to be deputed will be interviewed by Bank's officials prior to deputation. If not found as per Banks' requirement, Bank will not permit the deployment of such resource(s).

p) The deputed personnel should abide by timings of the Bank.

q) The on-site resource shall not be changed without prior approval from the Bank and adequate notice period must be served i.e., minimum one month for L1 / two months for L2. Any resigned resource of the on-site team should not be relieved before giving suitable replacement; and should surrender/ submit all the bank assets.

r) Absence of any resource must be complemented with an equally skilled resource.

s) If the onsite engineer is found to be not qualified / suitable / his performance is not satisfactory, the bidder will have to replace the engineer within 45 days of written communication from the Bank regarding the same.

t) The onsite resource should consult and assist various admin/application teams in operating and adapting to IT Operations management solution during the period of contract.

u) The resource should create Training/Knowledge Base (KB) Articles on the platform and associated tools and keep it updated timely as part of knowledge repository to enable self-learning with the Bank.

Any other task(s) associated/ related with the proposed solution and not listed above.

7.4 Service Window

Suitably qualified human resources shall be deployed to perform various activities under each of these service areas described in more detail further in this document.

Service Area	Services Window
L3 – For Total Project (SPOC for the Project)	Onsite support General shift from 10 AM to 6 PM (Monday to Friday and working Saturdays) and Telephone Support – after Business hours & on Holidays
L2 - Endpoint Protection, Endpoint Detection & Response and Sandboxing Management	Onsite support General shift from 10 AM to 6 PM (Monday to Friday and working Saturdays) and Telephone Support – after Business hours & on Holidays

L2- Helpdesk Portal Support, Server Management, Network Management	Onsite support General shift from 10 AM to 6 PM (Monday to Friday and working Saturdays) and Telephone Support – after Business hours & on Holidays
L2- Application Performance Management – OEM support	Onsite support General shift from 10 AM to 6 PM (Monday to Friday and working Saturdays) and Telephone Support – after Business hours & on Holidays
L1 - Endpoint Protection, Endpoint Detection & Response, Sandboxing Management and Application Performance Management	24x7x365 at DC; for DR & NS (remotely from DC)
L1- Helpdesk Portal Support, Server Management, Network Management	Business hours on all working days from 8 AM to 8 PM
L1- Support at DR Site	Onsite support General shift from 10 AM to 6 PM (Monday to Friday and working Saturdays) and Telephone Support – after Business hours & on Holidays
L1 – Asset management Bionix Server	Onsite support General shift from 10 AM to 6 PM (Monday to Friday and working Saturdays) and Telephone Support – after Business hours & on Holidays

7.5   General Responsibility of the Bidder

Delivery, Installation and Maintenance -

1. The Successful Bidder should co-ordinate with the respective SPOC (DC/DRC/Branches) for all in-scope components part of this RFP.
2. The bidder shall specifically mention the make and model of the items offered for all the requirements in terms of RFP without fail, failing which the bid is liable to be rejected.
3. The bidder is responsible for delivery and installation of all in-scope components. The bidder should, also, be responsible for acceptance testing, documentation, warranty, AMC and ATS.
4. Any delay in installation and implementation of any in-scope component, for reasons solely attributable to the bidder, should not entail in expiry of insurance and the same should be continued and extended up to the date of installation and acceptance sign off for the delivered in-scope component and its associated licenses.
5. The bidder should be responsible for installation and other related activities such as unpacking, un-crating, post-delivery inspection etc.
6. During installation, the bidder should check physical availability of items as per the packing list. If any of the items are not delivered / not as per the specification / damaged etc., bidders' representative/s at the site shall take immediate steps and ensure all the items are delivered so that the installation doesn't get hampered. The bidder shall have to arrange for all testing

equipment and tools required for installation, maintenance, and arrange the vehicle for transport at no additional cost to Bank.

7. In case of damage of the property owned / leased by Bank during delivery and installation of any of the components, which is attributable to the bidder, the bidder has to replace the damaged property at no cost to Bank.

8. The bidder shall ensure compatibility of to-be supplied software licenses with the hardware and software systems being used in Bank.

9. The bidder shall adhere to the service level specified in the RFP for the installation of software licenses supplied by them.

10. The bidder shall conduct preventive maintenance (including, but not limited to, inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from exterior of equipment and necessary repairing of equipment) at specified intervals as may be necessary from time to time to ensure that the equipment is in effective running condition so as to ensure trouble free functioning.

11. The bidder shall provide replacement component, if any component is required to be taken out of the premises for repairs at no additional cost to the bank.

12. The bidder shall document the migration plan(s) and design using the validated data collected during discovery process, including definition of the migration methodology to be employed.

13. The bidder should ensure Knowledge Transfer to Bank throughout delivery of the service, which should include detailed overview of the implementation and configuration parameters and features and functionality of the proposed in-scope components.

14. The bidder is required to co-ordinate with Bank's existing System Integrator for implementation of OS on server hardware, VM creation, migration of data at DC & DRC

15. The bidder is required to co-ordinate with Bank's existing System Integrator for migration of database along with data from the existing server hardware to new server hardware at DC and DRC.

16. All changes and/or customizations in in-scope proposed solution and AMC & ATS of in-scope components as and when required by Bank Officials, the same will have to be delivered at no additional cost to the bank, during the tenure of the contract.

17. Data Validity and confidentiality: Bidder to ensure no unwarranted, illegal and fraudulent misuse of data shared by the bank and bidder to categorically indemnify the Bank against any loses that the bank may suffer on account of any such fraudulent and illegal act by the Company or its employees.

18. De-gaussing and sanitization: For server hardware and buyback components, bidder/ OEM is required to degauss/sanitize/destroy disk components before taking it away from Bank's premises.

19. The Bank shall give Bidder/OEM and its personnel only physical access to the support location and the designated hardware & equipment to enable Bidder to provide the maintenance & support services. Any mode of remote access like VPN, Webex, Remote login etc. will not be allowed from any network outside Bank's Network

20. If the bidder feels that certain features offered are superior to what bank has specified, it shall be mentioned separately. Information regarding any modification required in the proposed configuration to meet the intent of the specifications and state of the art technology shall be provided. However, bank reserves the rights to accept the modification/ superior features suggested /offered.

21. The bidder shall provide all other equipment and services, whether or not specifically mentioned in the RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability.

22. The selected bidder shall own the responsibility to demonstrate that the product offered are as per the specification /performance stipulated the RFP and as committed by the bidder either at site or in bidder's work site without any extra cost to Bank.

7.6 OEM Scope

For being committed to the success of the project and take ownership during the actual implementation, it is the responsibility of the bidder to ensure requisite support from the OEM for various aspects of project including configuration, performance tuning, implementation support, setting up of production and Non production environment. The Bidder shall assess the requirement of services from OEM(s) for all the supplied applications & Hardware, and provision for requisite support.

Bidder must provision for qualified personnel to ensure highest standards during implementation phase.

During implementation OEM involvement should be spanning across all phases of implementation including Project Preparation, Solution Design Phase (Including Review/design of all the Documents, HLDs/LLDs/ Blueprints and other Solution documents), Migration (if applicable, Configuration and Customization, Integration, Acceptance and Training).

Below mentioned activities are to be mandatorily be done by the product OEM.

Sr. No.	Deliverable	Application OEM Responsibility
1	Project Plan	OEM(s) to review the Project plan submitted by the Bidder for their respective solution.
2	Training	OEM(s)/Bidder have to mandatorily provide training to the Core team (Technical & Administrative). It is also the responsibility of the OEM(s) to provide training manuals to each participant. All training material should be in English and should include Specific architecture and layout done for Bank. However, it is the responsibility of the Bidder to arrange and manage the training schedules.
3	Software Requirement Specification (SRS) Document	OEM(s) to validate the SRS document submitted by the Bidder for the supplied applications
4	HLD/ LLD	Bidder to take inputs from the OEM(s) and provide LLD & HLD documents to the Bank. However, it is the responsibility of the OEM(s) to review and recommend a methodology to achieve best performance. The same needs to be implemented upon sign-off of the documents by the Bank.

5	Data Migration Strategy (Application,Configuration,Database, Storage, Backup)	OEM(s) to validate the Data Migration Approach prepared by the Bidder which should broadly include Transaction Data, the approach for customer data, execution of migration utilities on the data and resolving the issue for any inconsistency in the data.
6	SIT & UAT	OEM(s) to assist in SIT and UAT
7	Base Product Patches	OEM(s) to provide all patches related to Product, Customizations and Interfaces within the agreed timelines. OEM(s) to reconcile the product and other patches provided to the Bank in a manner that the same is available on Day 1 to the Bank.
8	Go-Live	OEM(s) to assist in having hygiene factors in place for checks and closures of SIT/ UAT/ correctness of data. OEM(s) should be available during the Go-live period to address any bugs raised during the go-live phase.
9	Status Reports	OEM(s) till implementation signoff is required to be a part of the status calls from an application point of view to provide timelines for bug closures.
10	Documentation	OEM(s) to share the following: • Product manuals • Technical manuals • Data Dictionary of the Products

7.7 Repeat Order

Bank reserves the right to issue a repeat order for any of the component or services at the same price subject to a maximum of 25% of ordered quantity within 18 months from the date of purchase order as per Bill of Material (Annexure 2).

8 Project Timelines

The successful Bidder is expected to adhere to the following timelines concerning the implementation of the solutions/services in bank:

#	Activity	Time Period for Completion
1	Delivery of in-scope Application software and system software at DC and DRC	Deliver at Bank's location within 6 weeks from the date of acceptance of purchase order
2	Delivery of in-scope Hardware at DC and DRC	Deliver at Bank's location within 14 weeks from the date of acceptance of purchase order
3	Successful Installation of Hardware / appliance at DC and DRC	4 weeks from the date of delivery of hardware
4	Successful Upgradation & Migration of Data of existing Applications • Helpdesk Portal, Ticketing Tool, Change Request Management • Server Hardware Monitoring	Within 8 weeks from the date of delivery of Software. Bidder has to provide AMC/ATS of the existing software from the date of expiry of existing AMC/ATS as per Bill of

#	Activity	Time Period for Completion
	Application • Network Device and Link Monitoring • End Point Protection for Servers and Client • Application Performance Management and Monitoring	Material Annexure-2.
5	ATS of Existing Software and migration to new solution • Helpdesk Portal, Change Request Management • Server Hardware Monitoring Application • Network Device and Link Monitoring • End Point Protection for Servers and Client • Application Performance Management and Monitoring	In case of new Solution – Installation and migration of application to new solution within 10 Weeks of acceptance of Purchase Order **OR** Bidder has to provide AMC/ATS of the Existing Software from the date of expiry of existing AMC/ATS as per Bill of Material Annexure-2 till Migration/Upgrade of mentioned Software as per the scope of work and Minimum Technical Specification given in Annexure-12. In case if Bidder opts to continue with existing solution in such case, Bidder has to provide AMC/ATS of the existing software from the date of expiry of existing AMC/ATS as per Bill of Material Annexure-2.
6	Commissioning of new Applications – Asset Management, EDR, Sandboxing and APM Solution at DC and DR Site and client systems.	Within 24 Weeks from the date of acceptance of Purchase Order

The Bank, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.

9   AMC / ATS of In-Scope components

1. The scope of the services and maintenance is to be provided for a period of five (5) years from the date of acceptance of commissioning sign-off by the Bank, for software components; 1-year comprehensive onsite warranty and 4 years ATS post warranty and in-scope hardware components, comprehensive onsite warranty period should be of 3 years followed by AMC support for two years there off.

2. The bidder should keep the Bank explicitly informed about the end of support dates of the related software/hardware and should ensure support during the warranty and ATS/AMC period.

3. The bidder shall provide perpetual licenses and the bank is free to procure AMC/ATS for all or

part of the licenses provided in this contract.

4. The bidder shall ensure all kinds of maintenance, deployment, re-deployment of Solution under RFP scope, at central or remote sites and at endpoints of branches/offices as part of maintenance only. No additional charges shall be payable for redesigning / re- deployment or maintenance of solution at any or all endpoints including DC and DR sites of the Bank ordered from time to time. The bidder shall ensure all activities pertaining to continuity of the smooth running of the solution as part of AMC/ATS without any extra cost to the Bank.

5. Onsite Comprehensive maintenance of all applicable products, services, modules and accessories on yearly basis and sensitization of the end user for avoiding upcoming hazards on a regular basis. The successful bidder shall share the preventive maintenance reports in digital form/soft copy and hard copies shall be submitted, on demand by the bank. If any part / items / accessories of the delivered products are found non-working / defective (due to whatsoever reason) during preventive maintenance, the successful bidder at no extra cost to the Bank will replace it. The PM reports of the delivered products shall be duly recorded in two copies and produced as and when required.

6. Call basis Support for Solution related malfunctions, configuration as defined in SLAs and ability to log requests online. If required, engineer may have to visit the site for resolution of the issue. The engineer has to visit onsite for maintenance of in-scope components during the period of contract.

7. However, after the contract period Bank reserves the right to extend the contract with the successful Bidder for a further period at mutually agreed Commercials with same Terms and Conditions.

8. During AMC, it will be mandatory on the part of the supplier to attend and resolve breakdown calls if any, as per the parameters/ time-frame defined in the "Service Level Agreement". The successful bidder shall be responsible for non-compliance of SLA, due to delayed replacement of defective equipment /faulty parts/ software upgrades.

9. The successful bidder will attend to all breakdowns (due to whatsoever reason) in the Equipment/Systems, rectify problems thereof, and replace the faulty components of the systems with serviceable components. Such replacements will be free of cost on exchange basis. In the event the maintenance/ repair of any unit is to be carried out at any of the workshops, the successful bidder shall make all arrangements for removal and transportation of equipment to the respective workshop and back to site at their risk and cost and will hand over the equipment in 100% working condition after repair/maintenance/rectification.

10. The Bank may procure & install new component(s) as a part of up gradation of existing system. In such cases, the original equipment (less new components) will continue to be governed by the AMC agreement and the new equipment(s) procured shall be covered under AMC on expiry of warranty period.

11. The successful bidder will have to handover the system in 100% working condition on termination or at the end of the contract. Any breakdown call that has been reported before termination of the contract shall have to be corrected by the successful bidder before handing

over to Bank.

12. For on-site comprehensive maintenance of equipment, the tools, test equipment and fixtures etc. required (if any) for maintenance shall be provided by the successful bidder only.

13. The Bank can terminate the AMC contract to the supplier of the equipment and discontinue the same due to performance issues by giving 90 days' notice including cure period of 30 days.

14. Bank at its discretion can terminate the AMC contract in whole or as part thereof with the successful bidder and discontinue the same without citing any reason by giving 90 days' notice and applicable amount, on a pro-rata basis, for the service rendered shall be payable.

15. Include all applicable Software Modules/Components items as applicable, indicated in the Price Schedule.

16. The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 2 (two) hours. Penalty shall be charged at the rate of INR 2000/- for every hour delay there off.

17. The Supplier shall ensure that faults and failures intimated by the Bank as above are set right within 4 hours of being informed of the same. Penalty shall be charged at the rate of INR 5000/- for every hour delay there off.

18. The bidder shall ensure re-deployment of Solution at central or remote sites or at endpoints as part of maintenance and upgrade/update of software/hardware . No additional charges shall be payable for re-designing / re-deployment of solution at any or all endpoints including DC and DR sites of the Bank. The bidder as part of AMC without any extra cost to the Bank and shall ensure all activities pertaining to continuity of the solution in the Bank.

19. Both the bidder and OEM will be totally responsible for the maintenance, configuration and fault free operations of supplied infrastructure i.e. hardware, software and its maintenance during the warranty and post warranty (AMC/ATSperiod) period.

20. Any technical glitch/ issue in installed infrastructure of the solution (i.e. hardware and software, OS/DB etc.) should be attended on priority and should be covered under warranty/AMC/ATS.

Clauses related to Version Upgrades/Updates

(a) The successful bidder should provide onsite support for all minor and major version upgrades firmware upgrades in time for the devices and software supplied by the Successful Bidder from the Original Equipment Manufacturer (OEM) and during the period of contract at no extra cost.

(b) Program updates patches, fixes and critical security alerts as required.

(c) Documentation updates.

(d) All regulatory / statutory changes should be done without any additional cost to the Bank.

10 Maintenance Support

The Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as prescribed in the Service Level Agreement (SLA). For any major break down such as crash, the Bidder must arrange for immediate on-site support for recovery and resumption of operations. The re-installation of the software if required is the sole responsibility of the Bidder, which should be treated as service provided under. Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training. During the ATS period, all upgrades should be free. All regulatory / statutory changes should be done without any additional cost to the Bank.

11 Liquidated damage

The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedule, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of the successful bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the successful bidder's inability to meet the established delivery dates, and also the bank may take suitable penal actions as deemed fit.

Penalty: The successful bidder shall agree to the penalties structure in accordance with the following:

The Liquidated Damages (LD) shall be 1% of amount for services including delivery and installation or goods which have been delayed for each week or part thereof (above 3 days will be treated as a week) for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

In this context Bank may exercise both the rights simultaneously or severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard.

In case delay is attributable to Bank, proper evidence should be produced by Bidder.

12 Land Border Sharing Clause

The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020. Bidder should submit the undertaking in Annexure-15 in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

Para 1 of Order (Public Procurement No. 1) dated 23-7-2020 and other relevant provisions are as follows:

i.   Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or

joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.

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

a. An entity incorporated, established, or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial owner for the purpose of (iii) above will be as under.

1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s). who, whether acting alone or together, or though one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

a. "Controlling ownership interests" means ownership of or entitlement to more than twenty-five per-cent of shares or capital or profits of the company.
b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

2. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.

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

iv. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

13 Monitoring & Audit

Compliance with security best practices may be monitored by periodic computer security audits/Information Security Audits/Statutory and Regulatory audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank. For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the Successful bidder. These tools should be a part of the proposed solution.

14 Bid Submission

- All responses received after the due date/time be considered late and would be liable to be rejected. E-procurement portal will not allow lodgement of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition while responding.

- "Cost of Tender Document" may be paid through RTGS (Real Time Gross Settlement) / NEFT favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO.- 3287810289, IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The RFP response without proof of payment of application money or cost of tender document shall not be considered and shall be rejected, except in case of bidder being MSME as per the exemption applicable to it.

- The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of "final online bid submission The RFP response without proof of amount paid towards Application Money / Bid Security (Annexure 11) are liable to be rejected.

Instructions to Bidders: e-tendering

The Bidders participating through e-Tendering for the first time, for Central Bank of India will have to complete the Online Registration Process on the portal. All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e- Token. If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission), please contact on the support numbers given in the support details.

Registration Process for Bidders

a. Open the URL: https://centralbank.abcprocure.com/EPROC/
b. On Right hand side, Click and save the Manual "Bidder Manual for Bidders to participate on e-tender"

c. Register yourself with all the required details properly.

d. TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders

e. LOG IN NAME & PASSWORD: Each Vendor / Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank.

GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the portal (of the agency concerned, using the Login IDs and passwords given to them.

Bid Submission Mode	https://centralbank.abcprocure.com/EPROC
	Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.	e-Procurement Technologies Limited Technical Support Team **Mr. Sujith Nair:** 079 68136857 sujith@eptl.in **Ms. Geeta:** 079 90334460 geeta@auctiontiger.net **Ms. Khushboo:** 09510813528 khushboo.mehta@eptl.in **Ms. Pooja:** 09328931942 pooja.shah@eptl.in **Ms. Komal:** 07904407997 komal.d@eptl.in **Mr Nandan Valera:** 9081000427 nandan.v@eptl.in **Ms Vrusha Soni:** 9904407997 vrusha@eptl.in **Mobile Numbers:** +91-9904407997| 9081000427

Note: please note Support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

f. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

g. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid.

Preparation & Submission of Bids

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ON LINE" shall be summarily rejected. No other form of submission shall be permitted.

Dos and Dont's for Bidder

- Registration process for new Bidder's should be completed at the earliest.
- The e-Procurement portal is open for upload of documents with immediate effect Hence Bidders are advised to start the process of upload of bid documents well in advance.
- Bidder has to prepare for submission of their bid documents online well in advance as the upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder's infrastructure and connectivity.
- To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
- Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
- Part submission of bids by the Bidder's will not be processed and will be rejected.

Terms & Conditions of Online Submission

1. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website https://centralbank.abcprocure.com/EPROC. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.

6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.

7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.

8. However, the bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.

9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.

10. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.

11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.

12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.

13. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.

14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.

15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

Guidelines to Contractors on the operations of Electronic Tendering System of Central Bank of India

Pre-requisites to participate in the Tenders

Registration of Bidders on Electronic Tendering System on Portal of Central Bank of India(CBI) : The Bidders Non Registered in Central Bank of India and interested in participating in the e-Tendering process of Central Bank of India shall be required to enrol on the Electronic Tendering System. To enroll Bidder has to generate User ID and password XXXXX

Registration of New bidders:

https://centralbank.abcprocure.com/EPROC/bidderregistration

The Bidders may obtain the necessary information on the process of Enrolment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from Electronic Tendering System for CBI. i.e. https://centralbank.abcprocure.com/EPROC

Preparation of Bid & Guidelines of Digital Certificate

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption)

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendment.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Central Bank of India as per Indian Information Technology Act, 2000 and subsequent amendment. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encryption.

Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the Bidder are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

Operating System Requirement: Windows 7 and above Browser Requirement (Compulsory): Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.

Toolbar / Add on / Pop up blocker

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

Online viewing of Detailed Notice Inviting Tenders

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by CBI on the home page of CBI e-Tendering Portal on https://centralbank.abcprocure.com/EPROC.

Download of Tender Document

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must purchase the bidding documents via Demand Draft /online mode by filling the cost of tender form fee.

Online Submission of Tender

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of CBoI. The templates may be either form based, extensible tables and / or unloadable documents. In the form based type of templates and extensible table type of templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

In case Unloadable document type of templates, the Bidders are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Note:

a. The Bidders upload a single documents unloadable option.
b. The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.
c. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
d. This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which available for download under Download section on https://centralbank.abcprocure.com/EPROC

Steps to encrypt and upload a document:

- Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).

- After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e Technical / Commercial

Note: Bank and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on below mentioned numbers.

Bidders need to take extra care while mentioning tender ID, entering incorrect ID will not allow Bank to decrypt document.

Close for Bidding

After the expiry of the cut- off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

Online Final Confirmation

After submitting all the documents bidders need to click on "Final Submission" tab. System will give pop up "You have successfully completed your submission" that assures submission completion.

Short listing of Bidders for Financial Bidding Process

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Financial Bidding Process. The short-listed Bidders will be intimated by email.

Opening of the Financial Bids

The Bidders may join online for tender Opening at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the eTendering Portal after the completion of opening process.

Tender Schedule (Key Dates)

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

15   Integrity Pact

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-8 duly stamped for ₹600. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time

schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process.

Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows:

Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]

Sri Jagdip Narayan Singh [mail: jagadipsingh@yahoo.com]

- For any clarifications/issues, bidders are requested to contact with Bank's personnel in the below mailid before contacting with IEM.
  smsunteam@centralbank.co.in
  cmitd@centralbank.co.in
  agmitd@centralbank.co.in
- IEM"s task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact
- IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
- Both the parities accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

16 Commercial Offers

Commercial Bids of only technically qualified Bidders shall be opened on the basis of technical proposal.

The Commercial Offer (CO) should be complete in all respect. It should contain only the price information as per Annexure-2.

a. The commercial offer should be in compliance with Technical configuration / specifications as per Annexure-12.
b. The price to be quoted for all individual items and it should be unit price in Indian rupees.
c. In case there is a variation between numbers and words, the value mentioned in words would be considered. The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST (Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. The Bank will not pay any other taxes, cost or charges. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid/ reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out of pocket expense. The Selected Bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone,

if applicable, will be made at actuals, on production of suitable evidence of payment by the Bidder.

d. The price is exclusive of taxes like Goods and Services Tax, which shall be paid as per actuals.

17 Evaluation & Acceptance

1. Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any non-conformity or deviations.

2. In case, any of the successful bidder is unable to honor in full or part of the contract awarded, Bank shall, at its sole discretion, distribute this shortfall to the other successful bidder(s) equally or in any ratio decided by the Bank.

3. Bank reserves the right to reject the bid offer under any of the following circumstances: a) If the bid offer is incomplete and / or not accompanied by all stipulated documents. b) If the bid offer is not in conformity with the terms and conditions stipulated in the RFP. c) If there is a deviation in respect to the technical specifications of hardware items.

4. The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons.

18 Evaluation Process
The competitive bids shall be evaluated in three phases:

- Stage 1 – Eligibility Criteria
- Stage 2 – Technical Bid stage
- Stage 3 – Commercial Bid with Reverse auction process

Stage -1 Eligibility Bid

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Section 2 – Eligibility Criteria to this document. The Bidders who meet all these criteria would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

The decision of the Bank shall be final and binding on all the Bidders to this document. The bank may accept or reject an offer without assigning any reason whatsoever.

Normalization of Bids

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

detailed document, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned Bidder.

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

Stage-2 Technical Evaluation Criteria

The technical evaluation criterion would broadly involve the following major areas:

- Compliance to the bill of materials as in Annexure 2: Commercial Bill of Material
  o The Bidder is expected to provide their "compliance" against each item stated in the Bill of material, this means that the Bidder confirms to the provisioning of the stated product / service and the terms of the RFP and subsequent addendums. Deviations to the Compliance requirements may lead to disqualification.
- Compliance to the minimum technical specifications as in Annexure 12: Minimum Technical Specifications
  o The Bidder is expected to provide their "compliance" against each line item stated in the Minimum Technical Specifications, this means that the Bidder confirms compliance to the stated specifications and the terms of the RFP and subsequent addendums. Deviations to the Compliance requirements may lead to disqualification.
- Bidder's detailed work plan – Bidder to share Gantt chart in conformity with the stated timelines. The Bidder should also share the key profiles and the number of representatives (across OEMs as well) being deployed across the Implementation Phase
- Presence of Bidder Service centers in Mumbai and Hyderabad

The Bidder must satisfy BOTH of the following two categories to qualify for commercial evaluation (Stage 3).

1. The bidder must comply to scope of the requirement as set out in the RFP and
2. The Bidder must comply to all the line items in Annexure 02- Bill of Materials indicated by The Bank as "(Bidder shall provide their compliance here)" in column "Bidder compliance (Yes/No)" Bidders are required to comply with the requirements stated herein, if any Bidder's response is found to be non-compliant, then The Bank at its discretion may reject the Bid. Hence only the Bidders who have achieved the set compliance will be considered for commercial bid evaluation.
3. The Bidder must comply to all the line items in Annexure 12- Minimum Technical Specification indicated by The Bank as "(Bidder shall provide their compliance here)" in column "Bidder compliance (Yes/No)" Bidders are required to comply with the requirements stated herein, if any Bidder's response is found to be non-compliant, then The Bank at its discretion may reject the Bid. Hence only the Bidders who have achieved the set compliance will be considered for commercial bid evaluation.

Stage-3 Commercial Evaluation Criteria

Only those Bidders who have qualified after Stage 2 of Technical evaluation will be eligible for the further participation in the e-Procurement process (Reverse Auction). The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of 5 years.

Bank will award the contract to the successful Bidder whose bid has been determined as the Lowest Commercial bid (L1) through the e-Procurement process of this commercial evaluation. At the end of 5 years, the contract may be renegotiated as mutually agreed by both parties.

The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

Note:

1) In case of e-reverse auction in the tender, if a bidder quoting higher prices, (higher by more than 20%) as compared to the average quoted prices (average of all technically qualified bidders) for all items in aggregate, the same bidder may not be called for reverse auction process. Due to such price variation, bidders are not eligible to be called for reverse auction and only one bidder is left commercially eligible, in such case the work / contract may be awarded to the L1 bidder.

2) Tendering process need not be cancelled merely on the grounds that a single tender was received provided that the single bid received is evaluated to be substantially responsive and deemed fit for award.   Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation. Bank can negotiate with such single bidder, if required.

3) In case if the L1 bidder, fails to honour the lowest price in RA, in such case Bank, at its discretion has right to opt for L2 bidder provided L2 bidder matches price of L1 bidder.

19   General Terms

Payment Terms

Payment will be released by the Central office from where the purchase order is issued. All the Payment shall be made in INR only. Payment terms are as under:

Item Description	Percentage Payment	Milestone
New Application (Ex. EDR, Asset Management Solution, APM Solution etc.) and for existing application bidder quoting new Solution instead of existing solution	30%	On delivery of Licenses
	30%	On Successful Installation and acceptance of Solution /Application/Tool
	40%	On Successful Commissioning and Sign off by Bank of Solution/Application/Tool as per Scope of Work
Existing Application ATS (1st Year) (Ex. ITSM, Network Monitoring Tool, Server Monitoring Tool, EPP, etc.) – **Yearly**	30%	On submission of documentary proof of "Back to Back Agreement with OEM" to Bank for renewal
	30%	Successful Upgradation to latest version of software of Application / Tool. If already on the latest version payment will be released along with delivery

	40%	On Successful Commissioning and Sign off by Bank of Solution/Application/Tool as per Scope of Work
Software ATS 2nd year onwards	60%	On submission of documentary proof of "Back to Bank Agreement with OEM" to Bank for renewal
	40%	Successful Upgradation to latest version of software Application / Tool and Sign off from Bank for upgradation. If already on latest version payment will be released on submission of documentary proof of "Back to Bank Agreement with OEM" to Bank for renewal
System Software (OS, DB, etc)	60%	On delivery of Licenses
	40%	On Successful Installation of Software
Delivery of Hardware (Appliance) – New	60%	On Delivery of Hardware/Appliance based solution
	30%	On Successful Installation of Hardware/Appliance based solution
	10%	3 Months Post Successful Implementation of Hardware/Appliance based solution
Hardware Installation Cost	100%	Post Successful Implementation of Hardware/Appliance based solution
Hardware Appliance – AMC – New / Existing Solution	Quarterly	AMC will be paid quarterly in arrears
Implementation Services	100%	Acceptance of Successful Commissioning of application
FM Services (Bidder/OEM)	Quarterly	FMS Charges shall be paid quarterly in arrears
Professional Services / Other Cost	Annually	On submission of documentary proof of "Back to Back Renewal with OEM for Professional Service" for the year
Additional Professional Service Man-days for the period of 5 years	On Actuals	On Actual availing the Professional Services

The payments will be released on submission of invoice to DIT CBD- Belapur through NEFT / RTGS/account credit after deducting the applicable LD/Penalty, TDS if any. The Successful Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

Fixed Price

The commercial offer shall be on a fixed price basis, exclusive of all taxes and levies. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted. The bidder shall pay any other applicable Taxes being applicable after placement of order, during currency of the project only.

Taxes

1. The consolidated fees and charges required to be paid by the Bank against each of the specified components under this RFP shall be all-inclusive amount with currently (prevailing) applicable taxes. The bidder shall provide the details of the taxes applicable in the invoices raised on the Bank. Accordingly, the Bank shall deduct at source, all applicable taxes including TDS from the payments due/ payments to bidder. The applicable tax shall be paid by the bidder to the concerned authorities.

2. In case of any variation (upward or down ward) in Government levies / taxes / etc. up-to the date of providing services, the benefit or burden of the same shall be passed on or adjusted to the Bank. If the service provider makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

3. Goods and Services Taxes (GST) and its Compliance: -

   i.   Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder.

   ii. TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.

   iii. It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.

   iv. If bidder as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

4. Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

20   Service Level Agreement

This section describes the service levels that has been established for the Services offered by Bidder to the Bank. Bidder shall monitor and maintain the stated service levels to provide quality customer service to the Bank.

20.1   Service Levels during implementation phase

a) The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section - Project timelines.

Penalty would be levied for delivery, installation, and implementation delays for in-Scope components (such as product, ATS, Implementation, etc. part of this RFP)and shall be a maximum of 10% of the total cost of that solution from the finalized bidder for the bank. The bidder is required to adhere to the Service Level Agreements as mentioned below for the operations phase.

After acceptance of respective solutions by the Bank:

20.2 System Availability

System availability is defined as {(Scheduled operation time – system downtime)/ (scheduled operation time)}*100%.

Where:

1. Scheduled operation time means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
2. System downtime subject to the SLA, means accumulated time during which the System is not available to the Bank's users or customers due to in-scope system or infrastructure failure, and measured from the time the Bank and / or its customers log a call with the Bidder's help desk of the failure or the failure is known to Bidder from the availability measurement tools to the time when the System is returned to proper operation.
3. Critical and Key infrastructure of Data Centre, Disaster Recovery Centre and Near Site will be supported on 24x7X365 basis.
4. Downtime shall commence when the respective hardware and or it's associated software fails.
5. Uptime will be computed based on service availability of the in-scope components. Also, non-compliance with performance parameters for business and system / service degradation will be considered for downtime calculation.
6. Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, Bidder (as per the criticality and nature of the issue) will provide onsite assistance at respective locations (DC, DRC) within response resolution window.
7. If any one or more of the components defined in —Critical at the Data Centre, Disaster Recovery Facility and are down resulting in non-availability of Solution, then affected services / components listed in the —Critical availability measurements table shall be considered for calculating the system downtime.
8. Service Levels will be complied with irrespective of the customizations that would undergo during the tenure of the Contract.
9. Typical Resolution time will be applicable if services are not available to the Bank's users and customers and there is a denial of agreed services.
10. The bidder to provide warranty & ATC support on all days (24X7X365) for period of contract
11. Bank has defined in-scope services and corresponding SLAs as under, Bank shall evaluate the performance of the Bidder on these SLAs compliance as per the periodicity defined.
12. The Successful Bidder shall provide, as part of monthly evaluation process, reports to verify the Successful Bidder's performance and compliance with the SLAs. Automated data capturing and reporting mechanism will be used for SLA reporting. The bank will leverage existing/future EMS tools to monitor and manage the Solution/IT Infrastructure.
13. If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a Service Level Default.
14. Overall cap for penalties over the tenure of the contract will be 10% (ten percent) of the contract value.
15. Penalties if any, as defined by SLAs, shall be adjusted in the payment of a quarter. Balance penalties, if any shall be levied in the payment for the subsequent quarter.
16. The Bidder to provide Support contract backline to OEM for the complete duration of contract period. Letter to be provided by OEM for the backline proof, prior to release of payment.
17. Bidder agrees to ensure that all the items / products used for delivering services to the Bank including all components are new and are using state of the art technology. Bidder shall provide such proof of the new equipment (e.g. Copy of invoice etc.) to the Bank. In case of software

supplied with the system, Successful Bidder shall ensure that the same is licensed and legally obtained in the name of end customer i.e., Bank with valid documentation made available to the Bank.

Note: All service level penalties will be reconciled at the end of every quarter.

20.3 Rationale for Classification

The classification strategy has been envisaged to prioritize the resolution of problems based on the priorities of the Bank rather than in an ad-hoc manner. The classification framework will help the Bank and the Bidder to develop a shared understanding of the issue at hand as well as the anticipated response and resolution timelines.

In order to improve the accuracy of the classification of an issue, application specific performance thresholds have been defined on two characteristics:

Impact: The number of users that the issue affects

Availability: The uptime of the system both in absolute terms as well as in percentage terms

Criticality Level	IT Infrastructure grouping	Response Times	Resolution Time
Critical	• System Software such as OS, Middleware, DB, etc at Datacentre • Application Software at DC, such as EMS Software, Antivirus, Bionix, EDR, SFTP Software etc. i.e., for all the in-scope components • In-scope Hardware at Datacentre	10 Minutes	As per SLA
Key	• System Software such as OS, Middleware, DB, etc. at DRC • Application Software at DRC, such as EMS Software, SFTP Server Software etc. i.e., for all the in-scope components	10 Minutes	As Per SLA

In case of a disaster where the DRC is the Primary site then the uptime at the DRC shall be considered as Critical; and penalty will be computed accordingly.

20.4 Service Level Default

Service Levels will be measured on a monthly basis. The Bidder's performance to Service Levels will be assessed against Minimum Expected Service Level requirements for each criterion mentioned in the Availability measurement table.

An Availability Service Level Default will occur when:

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

20.5 Service Levels

Service Levels will include Availability measurements and Performance parameters.

1. Service Levels will include Availability measurements and Performance parameters.
2. Bidder will provide Availability Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank at the end of every month

containing the summary of all incidents reported and associated Bidder performance measurement for that period.

3. Performance measurements would be accessed through reports, as appropriate to be provided by Bidder e.g. utilization reports, response time measurements reports, etc.
4. Cost Reference that is mentioned is billing value for the defaulted period & defaulted component for which SLA will be calculated.

20.6 Availability

Service Level Description	Minimum Service Level	Measurement Tools	Cost Reference for the contract period
Availability of **Critical** Infrastructure	99.99%	Enterprise Management System	Product cost at DC + Implementation cost at DC + ATS cost at DC
Availability of **Key** infrastructure	99.96%	Enterprise Management System	Product cost at DRC + Implementation cost at DRC + ATS cost at DRC

Reports generated from EMS will be used for monitoring the SLAs

In case of existing Software, since bidder has to provide ATS only, in such case; in cost reference the Product Cost and implementation cost should be taken as zero for computing penalty.

20.7 Performance Measurements

Performance Measurements will be as follows:

Service Level Description	Measurement	Minimum Expected Service Level	Measurement Tools	Monthly Cost Allocation
Percentage of incidents for Critical components	Percentage of **incidents** completed within defined resolution criteria	100%	Enterprise Management System	Total Product & Service cost, including Product cost (with 3 years warranty) + Implementation cost + ATS cost (for 2 years) at DC
Percentage of incidents for Key components	Percentage of **incidents** completed within defined resolution criteria	99%	Enterprise Management System	Total Product & Service cost, including Product cost (with 3 years warranty) + Implementation cost + ATS cost (for 2 Years), at DRC
Software Service Requests	Percentage of Software **Service Requests**	95%	Enterprise Management	Total cost, including license cost (with 3

Service Level Description	Measurement	Minimum Expected Service Level	Measurement Tools	Monthly Cost Allocation
	concluded (software installation, patches, bug fixes, errors) within defined timeframe/response-resolution window.		System	years warranty) + Installation cost + ATS cost (for 2 Years), at DC and DRC
Incident Management	Percentage of incidents **escalated** according to the Incident Management matrix (as shown in Table 5 below)	99%	Enterprise Management System	Total cost for relevant product, including license cost (with 3 years warranty) + Installation cost + ATS cost (for 2 Years), at DC and DRC, whichever, is applicable
Down time for servicing	Each planned down - time for system servicing (up gradation, bug fixing, patch uploads, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 1 hour or required to be carried out during business hours, will be scheduled in consultation with Bank. In case, downtime exceeds the planned hours, the additional time taken for servicing will be considered for infrastructure or system downtime as per availability	98%	Enterprise Management System	For downtime over and above the scheduled / permissible window, penalty of INR 5000 for every 30 minutes of delay above 1 hour of scheduled downtime

Service Level Description	Measurement	Minimum Expected Service Level	Measurement Tools	Monthly Cost Allocation
	measurements table.			
Modification (Customization/ Enhancements) resolution for Application software	Bidder to ensure that all modifications, enhancements reported by the BANK will be duly sized, mutually agreed with the BANK and resolved as per the defined timeframes	96%	Enterprise Management Solution	Monthly ATS of the affected services

20.8 Liquidated damages for SLA Default

The Bank will consider the inability of the bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the bidder. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the entire scope of the tender) by the bidder.

Installation will be treated as incomplete in one/all of the following situations:

Non-delivery of any component or other services mentioned in the order Non-delivery of supporting documentation.

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the of the order value of the product and or services cost per week or part thereof until actual delivery or performance, (above 3 days will be treated as a week); and the maximum deduction is 10% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

20.9 Availability Service Credit Computation

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

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

Availability Service Credit = Quarterly Service level default X (Summation of Cost References)

In the event that an Availability Service Level Default has occurred for more than one service level requirement, the sum of the corresponding Availability Service Credits shall be credited to the Bank. Bidder shall review with the Bank, on a monthly basis from the start of Contract Execution, any entitlement of the Bank to an Availability Service Credit.

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

Example 1

Assume for a particular service level requirement (eg: Availability of Key Business Infrastructure Elements), the minimum service level is 99.5% During a Service Assessment period; the service level achieved is 96.5%:

The Product licenses Cost and its associated Software Cost ~ Rs. 2 crores

Annual Technical Support Cost ~ Rs. 5 crores

Total Cost of Product and Services billing value for the defaulted period & defaulted deliverable
~ Rs. 7 crores

The Availability Service Credit due to the Bank would be computed as follows:

Minimum Service Level

Monthly Service Level Default = M1 = 99.5 - 96.5 = 3

Availability Service Credit for M1 = 3% * Rs.(2 crores+ 5 crores) = Rs.21,00,000

Bidder has to note that the total cost of products and services is exclusive of taxes for the purpose of computation of the service level and service credit.sss

20.10 Tables of Incident Matrix

Incident to be reported within (if unresolved)	Escalation Hierarchy
15 min	Senior Manager-IT of the BANK
1 hour	Chief Manager -IT
2 hours	Assistant General Manager (IT) / Deputy General Manager (IT)
> 4 hours	General Manager (IT)

21 Order Cancellation

Bank reserves its right to cancel the order in the event of one or more of the following situations:

1. Delay in delivery beyond the specified period for delivery.

2. Serious discrepancy in hardware noticed during the pre-dispatch factory inspection or during Installation.

. 3. Any other kind of dissatisfaction with regard to delivery of order.

In addition to the cancellation of purchase order, Bank reserves the right to appropriate the damages by foreclosing the bank guarantee given by the supplier against the advance payment.

22 Indemnity

The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's 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:

i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or

ii. Relating to or resulting directly from infringement of any third party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

iii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or

iv. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or

v. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or

vi. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or

vii. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or

viii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property issued or registered in India, provided however,

(i) The Bank notifies the Bidder in writing immediately on aware of such claim,

(ii) The Bidder has sole control of defense and all related settlement negotiations,

(iii) The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and

(iv) The Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidders) rights, interest and reputation.

The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.

Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by bank due to the following reasons:

i.   that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.

ii. all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:

a.   The Bidder has sole control of the defense and all related settlement negotiations.

b.   The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.

Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from:

(i) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same);

(ii) Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material;

(iii) Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder;

(iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or

(v) Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder.

In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option:

(i) Procure for Bank the right to continue using such Deliverable;

(ii) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance;

(iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights.

The Bank warrants that all software, information, data, materials and other assistance provided by it under this Agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.

23 Confidentiality & Non-Disclosure

The bidder is bound by this agreement for not disclosing the Banks data and other information. Resources working in the premises of the Bank are liable to follow the rules and regulations of the Bank.

The document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to the internal business and operational information of the Bank, affiliates, and/or business partners, disclosure of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the requested services could result in the disqualification of the bidders, premature termination of the contract, or legal action against the bidder for breach of trust.

No news release, public announcement or any other reference to the order, relating to the contracted work if allotted with the assignment or any program hereunder shall be made without written consent from the Bank.

As the bidder providing support services for multiple Banks, the bidder at all times should take care to build strong safeguards so that there is no mixing together of information/ documents, records and assets is happening by any chance.

The bidder should undertake to maintain confidentiality of the Banks information even after the termination / expiry of the contracts.

The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the successful bidder within a period of 21 days from, the date of acceptance of purchase order.

Guarantee on Software License

The bidder shall guarantee that the software supplied under this contract to the Bank is licensed and legally obtained. Software supplied should not have any embedded malicious and virus programs.

24 Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, as a result of force majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, including but not limited to, due to or as a result of or caused by acts of God, wars, epidemic/pandemic, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within seven business days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months due to force majeure situation, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. However bidder shall be entitled to receive payments for all services actually rendered upto the date of termination of date of agreement. The financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed.

25   Resolution of Disputes

The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract shall be referred to a sole arbitrator to be appointed mutually by the parties and in case of failure to appoint a sole arbitrator within 15 days from the raising of dispute the same shall be referred to the Arbitration Tribunal: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder and the Presiding Arbitrator shall be appointed by the two Arbitrators appointed by the parties.

The decision of the Arbitration Tribunal shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai. The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will continue to perform its contractual obligations and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving as per the agreed scope between the parties.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission, by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) on the date of acknowledgment signed by the receiver or (iii) the business date of receipt, if sent by courier.

This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP.

26   Format of the Letter of undertaking of Authenticity to be submitted by the Bidder.

The successful bidder has to submit the letter of undertaking of Authenticity and Undertaking at the time of acceptance of the letter of intent. The undertaking from OEMs needs to be provided to the Bank for the activities owned by them in coordination with the bidder as per the details mentioned in the document along with the pricing. The format for the same is as below.

"We undertake that all the components/parts/software used in the supplied devices shall be original, new components/ parts/ software only, from respective OEM/OSDs of the products and that no refurbished/ duplicate/ second hand components/ parts/ software are being used or shall be used.

We also undertake that in respect of licensed operating system, if asked for by you in the Purchase Order, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.

We hereby undertake to produce the certificate from our OEM/OSD supplier in support of above undertaking at the time of implementation. It will be our responsibility to produce such letters from our OEM/OSD suppliers at the time of release of PO or within a reasonable time. In case of default and we are unable to comply with the above at the time of delivery or during installation, for the software items already billed, we agree to take back the software/items without demur, if already supplied and return the money, if any paid to us by you in this regard".

27 Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank's business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA (Non-Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank's prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be, which permission shall not be unreasonably withheld by the Bank. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank.

28 Assignment

Bank may assign the Project and the solution and services provided therein by Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/sub-contractor, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with Bidder for any reason whatsoever;(iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against Bidder. Bidder shall ensure that the said sub-contractors shall agree to provide such services to the Bank at no less favourable terms than that provided by Bidder and shall include appropriate wordings to this effect in the agreement entered into by Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract/project.

29 Execution of Contract, SLA & NDA

The bidder and Bank should execute:

1. Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and
2. Non-disclosure Agreement.
3. The bidder should execute the contract, SLA and NDA within 21 days from the date of acceptance of the Purchase Order.

30 Bidder's Liability

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any direct, indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

31 Information Ownership

All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

32 Inspection, Audit, Review, Monitoring & Visitations

All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP/project shall be made available to the Bank at any time during normal business hours, not more than 2 audits per year, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The cost of such audit will be borne by the Bank. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made

by the Bank. Bank shall undertake a periodic review of service provider/BIDDER outsourced process to identify new outsourcing risks as they arise. The BIDDER shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the BIDDER outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

a. Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the BIDDER. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
b. Provide the Bank with right to conduct audits on the BIDDER whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
c. Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the BIDDER within a reasonable time. This includes information maintained in paper and electronic formats.
d. Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons. Banks shall at least on an annual basis, review the financial and operational condition of the BIDDER. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the BIDDER. Such assessment and reports on the BIDDER may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.
e. Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The audit shall not be performed by any competitor of the Bidder. The auditor including regulatory auditor shall sign the confidentiality undertaking with the Bidder before conducting such audit.

Monitoring

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the

right to get the monitoring and performance measurement systems (both manual and automated) audited by prior notice to the Bidder.

Visitations

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Bidder's premises by prior notice to ensure that data provided by the Bank is not misused.

The Bidder shall cooperate with the authorized representative(s) of the Bank and shall provide all information/ documents\required by the Bank.

33 Information Security

System should have standard input, communication, processing and output validations and controls. System hardening should be done by bidder. Access controls at DB, OS, and Application levels should be ensured. Bidder should comply with the Information Security Policy of the Bank. The Product offered should comply with regulator's guidelines. The bidder shall disclose security breaches if any to the Bank, without any delay.

34 Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Bidder as part of this Project.

Bidder's Proprietary Software and Pre-Existing IP:- Bank acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder 's proprietary software or tools. If Bidder and Bank mutually agree that the Bidder provides to Bank any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such

proprietary software or products of Bidder or of a third party. Further, Bank acknowledges that in performing Services under this Agreement Bidder may use Bidder 's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Bidder hereby grants to Banka non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorizes Bank to (a) separate Bidder Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP.

Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Bidder (including without limitation any affiliate, competitor or potential competitor of the Bank. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party

35 Termination

Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 30 (Thirty) days written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

a. if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure; or;

b. If the Successful Bidder fails to perform any other material obligation(s) under the contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.

c. If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Prior to providing a written notice of termination to the Selected Bidder, Bank shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.

Bidder shall also have the right to terminate the agreement if the Bank commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 15 days provided for curing such breach.

Notwithstanding anything contained in this RFP, the Bank shall be entitled to terminate the Contract with the bidder without assigning any reason at any time by giving (90) days written notice to the bidder.

In case the contract is terminated then all undisputed payment for the services delivered till the date of termination will be given to successful bidder, but disputed payment shall be discussed and will be paid once the dispute is resolved.

Termination for Insolvency

If either party becomes bankrupt or insolvent, has a receiving order issued against it, with its creditors, or, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if either party takes or suffers any other analogous action in consequence of debt; then other party plans to, at any time, terminate the contract by giving written notice of 60 days to the party becoming bankrupt etc. If the contract is terminated by either party in terms of this Clause, Bank shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder.

Termination - Key Terms & Conditions

Either Party reserves the right to terminate the agreement with the other party at any time by giving 30 (thirty) days prior written notice to the other party.

Either Party shall also be entitled to terminate the agreement at any time by giving notice if the other party -

   i.   has a winding up order made against it; or
   ii.   has a receiver appointed over all or substantial assets; or
   iii. is or becomes unable to pay its debts as they become due; or
   iv.   enters into any arrangement or composition with or for the benefit of its creditors; or
   v.   Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

Exit Option & Contract Re-Negotiation

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

i.   Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract.

ii. Substantial delay in delivery, performance or implementation of the solution beyond the specified period.

iii. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue to provide services to the Bank as per the contract. Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving as per the agreed scope between the parties. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and services.

Notwithstanding anything contained in this RFP, Bank reserves the right to terminate the contract by giving 90 days written notice without assigning any reason as per its convenience.

36 Privacy & Security Safeguards

i. The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

ii. The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.

iii. The Bidder hereby agrees that they will preserve the documents.

37 Governing Law and Jurisdiction

The provisions of this RFP and subsequent Agreement shall be governed by the laws of India. The disputes, if any, arising out of this RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

Statutory and Regulatory Requirements

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / ATS Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the contract.

38   Compliance with Laws

1. Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work.
2. Compliance in obtaining approvals/permissions/licenses: 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.

39   Violation of Terms

The Bank clarifies that the bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained under the RFP/Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

40   Corrupt & Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values 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 and includes collusive practice among Bidders (prior to or after offer submission) designed to establish offer 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.

41 Publicity

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party.

42 Entire Agreement; Amendments

This RFP sets forth the entire agreement between the Bank and the Successful bidder and supersedes any other prior proposals, agreements and representations between them related to its subject matter, whether written or oral. No modifications or amendments to this Agreement shall be binding upon the parties unless made in writing, duly executed by authorized officials of both parties.

43 Survival and Severability

Any provision or covenant of the RFP, which expressly, or by its nature, imposes obligations on successful bidder shall so survive beyond the expiration, or termination of this Agreement The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

Bidding Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

44 Amendments to Bidding Documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the bank. All amendments will be either uploaded in the website or shall be delivered by hand / post / courier or through e-mail or faxed to all prospective bidders, who have received the bidding document and will be binding on them. For this purpose bidders must provide name of the contact person, mailing address, telephone number and FAX numbers on the covering letter sent along with the bids.

In order to provide, prospective bidders, reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

45 Period of Validity

Bids shall remain valid for 120 days from the last date of bid submission. A bid valid for shorter period shall be rejected by the bank as non-responsive.

46 Last Date and Time for Submission of Bids

Bids must be submitted not later than the specified date and time as specified in the Bid Document. Bank reserves the right to extend the date & time without mentioning any reason.

47 Late Bids

Any bid received after the deadline for submission of bids will be rejected and/or returned unopened to the Bidder, if so desired by him.

48 Modifications and/or Withdrawal of Bids

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

Clarification of Bids

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification and response, which shall be in writing and without change in the price, shall be sought, offered or permitted.

Bank's Right to Accept or Reject Any Bid or All Bids

The bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the bank's action.

49 Signing of Contract

The successful bidder(s) to be called as bidder, shall be required to enter into an Agreement with the Bank, within 21 days of the award of the work order (when provided) or within such extended period as may be specified by the bank.

50 Checklist for Submission

#	Particulars	Bidders Remark Yes/No
1	Certificate of incorporation	
2	Audited Balance sheets of last three years 2020-21, 2021-22, 2022-23	
3	CA certificate for three years average turnover for financial years 2020-21, 2021-22, 2022-23	
4	CA certificate for operating profit for last three financial years 2020-21, 2021-22, 2022-23	
5	CA certificate for net worth for last three financial years i.e. 2020-21, 2021-22, 2022-23	
6	Self-declaration by the Authorized Signatory for not having filed for bankruptcy in any country including India on company letter head	

#	Particulars	Bidders Remark Yes/No
8	Self-declaration on Company's letter head stating bidder should not have been blacklisted/debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of	
9	Self-declaration on Company's letter head stating Bidder/OEM should not	
10	Self-declaration on Company's letter head regarding • NPA • Any case pending	
11	Document Cost	
12	Annexure-1 Conformity Letter	
13	Annexure-2 Commercial Bid	
14	Annexure-3 Bidder's Information on company letter head	
15	Annexure-4 Letter for Conformity of Product as per RFP	
16	Annexure-5 Undertaking of Authenticity for Products Supplied	
17	Annexure-6 Undertaking for acceptance of terms of RFP	
18	Annexure-7 MAF on OEM letter head	
19	Annexure-8 Integrity Pact	
20	Annexure-9 Non-Disclosure Agreement	
21	Annexure-10- Performance Bank Guarantee	
22	Annexure 11- Pro forma for Bid Security (EMD)	
23	Annexure 12- Technical specifications	
24	Annexure 13- Guidelines – REVERSE AUCTION PROCESS	
25	Annexure 14- NPA UNDERTAKING	
26	Annexure 15- Land Border Sharing Undertaking	
27	Annexure 16- Cover Letter	
28	Annexure 17- Query Format	
29	Annexure 18- Eligibility Criteria Compliance	
30	Annexure 19- Guidelines on banning of Business Dealings	

51 Annexure 1: Conformity Letter

Date

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2023-24:380

Further to our proposal dated _____, in response to the RFP document (hereinafter referred to as "RFP DOCUMENT") issued by Central Bank of India ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank.

The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Designation

Company Name

52 Annexure 2: Commercial Bill of Material

Format for Commercial Bill of Material is attached in excel format in separate sheet.

53 Annexure 3: Bidder's Information

#	Particulars	Details
1.	Name of bidder	
2.	Constitution	
3.	Address with E mail id, Mobile no. and Pin code	
4.	Authorized Person for bid	
5.	Contact Details(Mail id & Mob No)	
6.	Years of Incorporation	
7.	Number of years of experience in IT hardware items	
8.	Annual Turnover (In Rs.) 2020-21, 2021-22, 2022-23	
9.	Operating Profits (In Rs.) 2020-21, 2021-22, 2022-23	
10.	Net Worth (In Rs.) 2020-21, 2021-22, 2022-23	
11.	Whether OEM or authorized distributor	
12.	Number of service outlets across India	
13.	Good and Service Tax Number	
14.	Bank Details	
15.	Income Tax/PAN Number	
16.	Whether direct manufacturer or authorized dealers	
17.	Name and Address of OEM	
18.	Brief Description of after sales service facilities available with the bidder.	
19.	Whether all RFP terms & conditions complied with.	
20.	Details of Document cost / Tender fee	UTR/Reference No. date & Amount
21.	Details of EMD	BG/UTR/Reference No. date & Amount
22.	Exemption Certificate details (if applicable). Eg: MSME/Udyog Aadhar certificate etc.	Please upload copy of the same along with details

Signature

Name:
Designation:
Seal of Company

Date

54 Annexure 4: Letter for Conformity of Product as per RFP

Date

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai- 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2023-24:380

We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

We undertake that product and services supplied shall be as per the:-

Compliance	Compliance (Yes/ No)	Remarks
Terms & Conditions		
Scope of Work		

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

Signature

Name:
Designation:
Seal of Company

Date:

55 Annexure 5: Undertaking of Authenticity for Products Supplied

Date

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2023-24:380

With reference to RFP for Augmentation, Refresh of EMS & Security Solution at Bank:

We hereby undertake to produce the certificate from our OEM supplier in support of this undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at any time, we agree to take back the Licenses without demur, if already supplied and return the money if any paid to us by you in this regard.

Signature

Name:
Designation:
Seal of Company

Date:

56 Annexure 6: Undertaking for Acceptance of Terms of RFP

Date

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2023-24:380

With reference to RFP for Augmentation, Refresh of EMS & Security Solution at Bank:

We understand that Bank shall be placing Order to the Successful Bidder exclusive of taxes only.

1. We confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
2. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
3. We here by confirm to undertake the ownership of the subject RFP.
4. We hereby undertake to provide latest product/ software with latest version. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Signature

Name:
Designation:
Seal of Company

Date:

57 Annexure 7: Manufacturer's Authorization Form

Date

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Dear Sir,

Sub: Tender No. CO:DIT:PUR:2023-24:380

We ……………………………………………………… (Name of the Manufacturer) who are established and reputable manufacturers of ………………………………… having factories/Development Centre at ………, …………, ………, …………… and …………… do hereby authorize M/s …………………… (who is the Bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of equipment/Software manufactured/Developed by us against the Request for Proposal of your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We, hereby, extend warranty for the equipment/software and support services offered for our products supplied against this RFP by the above-mentioned Bidder.

If Bank desires transfer of the warranty and support services, supposed to be delivered by the successful Bidder, to its preferred Bidder, in such a case, OEM should transfer such warranty and support services without any additional cost to the Bank.

Yours Faithfully,

Authorized Signatory

(Name, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the Manufacturer duly signed & seal by an authorized signatory)

58   Annexure 8: Integrity Pact

Integrity Pact

Between

Central Bank of India hereinafter referred to as "The Principal",

And

………………………………………… hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for…………………………………….The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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

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

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

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

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

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

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings". (As given in the annexure-19)

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality. In case of sub-contracting, the Principal Contractor shall take all responsibility of the adoption of Integrity Pact by the sub-contractor. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of the Integrity Pact by the sub-contractor.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties

that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.

(6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word „Monitor‟ would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail."

Section 11- FALL CLAUSE

11.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying same/exact product/systems or subsystems/services (i.e. same scope, deliverables, timelines, SLAs & pricing terms) at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other

organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
Company Seal	**Company Seal**
Witness I	**Witness II**
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

59 Annexure 9: Non-Disclosure Agreement

This Agreement made at _____, on this _____ day of _____ 2023

Between

_____ a company incorporated under the Companies Act, 1956/2013 having its registered office at _____ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as "BANK" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

The ………..bidder and BANK are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Confidential Information

"Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Non-Disclosure

The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to its employees, consultants, auditors, sub-contractors ("Representatives") consultants only if such representatives has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefor.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. Publications

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. Term

This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

5. Title & Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright

notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph. The obligation under this clause will not apply where it is necessary to retain any confidential information for the purpose as required by the law or for internal auditing purposes or electronic data stored due to automatic archiving or backup procedures.

7. Remedies

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. Entire Agreement, Amendment and Assignment

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

9. Governing Law and Jurisdiction

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

10. General

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

11. Indemnity

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.

In WITNESS THEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written:

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
Company Seal	**Company Seal**
Witness I	**Witness II**
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

60 Annexure 10: Performance Bank Guarantee

To,

Central Bank of India

Mumbai

In consideration of Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as "Purchaser") having agreed to purchase of software, hardware & other components & services (hereinafter referred to as "Goods") from M/s ------------------------------ (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/purchase order No------- dt.------------ (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the computer hardware, as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the computer hardware and systems as per the terms and conditions of the said contract;

1) We, -------------------------- (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to --------------------- any money or moneys not exceeding a total sum of Rs---------(Rupees-----------only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or that would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the computer hardware and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on -----------------; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. --------- (this date should be date of expiry of Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

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

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

i) Our liability under this Bank Guarantee shall not exceed Rs--------(Rupees---------only);

ii) This Bank Guarantee shall be valid up to ----------------------;(date of expiry) and

iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before--- -------------- (date of expiry of Guarantee with claim period).

iv) All your rights under this guarantee for legal action shall extinguish on …………….(date mentioned in clause iii plus one year)

11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this -------------------- day of ------------------ 2023 at ---------

For and on behalf of ------------------------- Bank.

sd/- ---------------------------------------

61 Annexure 11: Bid Security (Earnest Money Deposit)

To,

General Manager-IT

Central Bank of India,

DIT, 1st Floor,

CBD Belapur,

Navi Mumbai -400 614

Dear Sir,

In response to your invitation to respond to your RFP for Implementation _____, M/s _____having their registered office at _____ (hereinafter called the Bidder") wishes to respond to the said Request for Proposal (RFP) and submit the proposal for as listed in the RFP document.

Whereas the „Bidder" has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of **Rs XX,XX,XXX (Rupees ……………………………………… Only)** as bid security as required to be submitted by the, Bidder" as a condition for participation in the said process of RFQ.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or

2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. XX,XX,XXX(Rupees ………………………………………………..Only)**

2. This Bank guarantee will be valid up to _____; and

3. We are liable to pay the guarantee amount or any part thereof under this Bank

Guarantee only upon service of a written claim or demand by you on or before_____

4. All your rights under this guarantee for legal action shall extinguish on …………….(date mentioned in clause iii plus one year)

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

Yours faithfully,

For and on behalf of _____

Bank Authorised Official

62   Annexure 12: Minimum Technical Specifications

(Separate Excel sheet is given for Technical Specification)

63 Annexure 13: Guidelines, Terms & Conditions and Process Flow for Reverse Auction

Business Rules for Reverse Auction

1. Any Bidder, whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price. For the purpose of arriving at Start Bid price the Bank will take into cognizance the indicative rates offered by the Technically Qualified Bidders in which process the Bidder will not be involved. There would however be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.
2. A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.
3. In case the lowest bidder fails to honour their commitment given during reverse auction event, action as deemed fit shall be taken.

Reverse Auction Event Information

The short listed Bidders after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by the Bank.

Date for Reverse Auction training: Will be informed after Technical Evaluation of bids.

Date and time of reverse auction: Will be informed after Technical Evaluation of bids.

Terms & Conditions of Reverse Auction

4. TRAINING: An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.
5. LOG IN NAME & PASSWORD: Each technically qualified Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.
6. BIDS PLACED BY BIDDER: The bid of the Bidder will be taken to be an offer to sell. Bids once made by the Bidder cannot be cancelled. The Bidder is bound to sell the material as mentioned above at the price that they bid.
7. LOWEST BID OF BIDDER: In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder's final offer to sell.
8. AUCTION TYPE: The Bidders will be able to view the rank of different Bidders. The Bidder will be able to view the current lowest price on the portal.
9. VISIBLITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields:
    - Leading Bid in the Auction
    - Bid placed by You
    - Auction Opening price and bid decremental value
    - Your rank in the auction

10. **MASKED NAMES:** The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to Central Bank of India with the original names displayed.

11. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auctions site (of the agency concerned, using the Login IDs and passwords given to them.

12. **OTHER TERMS & CONDITIONS:**
    - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
    - The Bidder shall not divulge either his Bids or any other exclusive details of Central Bank of India to any other party.
    - Central Bank of India decision on award of Contract shall be final and binding on all the Bidders.
    - Central Bank of India can decide to extend, reschedule or cancel any Auction. Any changes made by Central Bank of India after the first posting will have to be accepted if the Bidder continues to access the site after that time.
    - Central Bank of India and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
    - Central Bank of India and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
    - All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to Central Bank of India. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Bidders.

Auction Format	**ENGLISH REVERSE NO TIES AUCTION**
	There is only 1 Bidder at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. A Bidder here can revise his bids. The revised price should be lower than the L-1 price at that point of time.
Bidding Process and Timeline	You should complete the following steps:
	Participate in the training Program for bidding by the agency appointed by the Bank on the dates mentioned in this document. You should be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event.

Start bid price	Start bid price is the upper/ ceiling price of the contract value fixed by Central Bank of India for the reverse auction event. Bidders can bid only lower than the start bid price. Start bid price shall be available to the Bidders during the start of the auction on the auction site.
Bid Decrement	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the Bidders during the start of the auction on the auction site.
Bid Price in reverse auction	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
Auto Bids	Auto Bid function shall be disabled during the e- procurement auction
Auction Duration	The auction will be of half an hour duration. In case there is a bid by any Bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
Price Bid evaluation and award of purchase order	❑ At the end of reverse auction process, L1 of Reverse Auction will be identified. ❑ Central Bank of India reserves the right to reject any or all the bids without assigning any reason whatsoever.

The above terms and conditions are acceptable to us.

Seal of the Bidder   Signature of the Bidder

63.1 REVERSE AUCTION PROCESS - AGREEMENT

To

The General Manager –IT,
Central Bank of India, DIT,Sector 11, Plot No.26, CBD Belapur,
Mumbai – 400614

Sub: Agreement to the Online Bidding Process Related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the E-procurement Auction Annexure enclosed with the RFP document of Central Bank of India for RFP for - RFP for Augmentation, Refresh of EMS & Security Solution at Bank.

This letter is to confirm that:

- The undersigned is authorized representative of the Company.
- We confirm that we have changed our password after first login.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of CBI and confirm our agreement to them.
- We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- We confirm that CBI and the agency India shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the auction event.
- We understand that in the event we are not able to access the auction site, we may authorize the agency to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Central Bank of India or the agency appointed by The Bank regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- I/we do understand that the agency may bid on behalf of other bidders as well in case of above- mentioned exigencies.
- We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company sealName –
Company / Organization –
Designation within Company / Organization –
Address of Company / Organization –Sign this document and Fax it to the agency.

DECLARATION by the BIDDER
We hereby undertake and agree to abide by all the terms and conditions stipulated by The Bank in the *RFP for* – RFP for Augmentation, Refresh of EMS & Security Solution at Bank

Seal of the Bidder   Signature of Bidder

63.2 REVERSE AUCTION PROCESS - INDEMNITY

LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD

To
The General Manager –IT,
Central Bank of India, DIT
Sector 11, Plot No. 26, CBD Belapur.
Navi Mumbai-400614

Sir,

We refer to our bid for your RFP No. **CO:DIT:PUR:2023-24:_____** dated _____**for** RFP for Augmentation, Refresh of EMS & Security Solution at Bank. We, _____(Company) hereby undertake to indemnify Central Bank of India and agree to protect and hold The Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc. The Bank undertakes to:

(i) Give prompt notice to the Bidder concerning the existence of the indemnifiable event;

(ii) Grant authority to the Bidder to defend or settle any related action or claim; and,

(iii) Provide, at the Bidder's expense, such information, cooperation and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. Bank's failure to give prompt notice shall not constitute a waiver of The Bank's right to indemnification and shall affect the Bidder's indemnification obligations only to the extent that the Bidder's rights are materially prejudiced by such failure or delay.

Notwithstanding anything to the contrary set forth herein,

(i) The Bank may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and

(ii) The Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to The Bank or increase the obligations assumed by The Bank under this Agreement, without the prior written consent of The Bank.

If the Bidder elects not to defend any claim, The Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Bidder, and shall be entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by The Bank provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by The Bank, the Bidder shall promptly reimburse The Bank for all costs, expenses, settlement amounts and other damages.

In the event of any loss or damage on account of error in reconciliation, any reason whatsoever, Bidder shall liable to The Bank for each such event and in respect of

each occasion at which such event occurs. If The Bank is in a position to recover a part of or the entire amount of loss suffered by The Bank from its insurance claims and provided that the Bidder has reimbursed The Bank of the entire loss, the amount recovered by The Bank from the insurer shall be refunded to the Bidder.

Bidder is also liable to bear any losses for failure on part of the bidder that bank or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Bidder shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.

Yours faithfully,

(Authorized signatory and company stamp)

Full name and Designation of authorized signatory

Date:

64 Annexure 14: NPA UNDERTAKING

Pro forma of letter to be given by all the bidders participating in RPF for Augmentation, Refresh of EMS & Security Solution at Bank on their official letter-head

Date:

To,
General Manager-IT,
Central Bank of India, Central Office,
Sector 11, CBD Belapur,
Navi Mumbai - 400614
Sir,

Sub: Augmentation, Refresh of EMS & Security Solution at Bank

We _____(bidder name), hereby undertake that-

• We have not been declared NPA by any Bank in India.

• Further, we do not have any pending case with any organization across the globe which affects our credibility to service the bank.

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

65 Annexure 15: Undertaking letter (Land Border Sharing)

Pro forma of letter to be given by all the bidders participating in the Augmentation, Refresh of EMS & Security Solution at Bank RFP on their official letter-head

To   Date:

General Manager –IT,
Central Bank of India, Central Office,
Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Augmentation, Refresh of EMS & Security Solution at Bank

Dear Sir/Madam,

We, M/s_____ are a private/ public limited company/ LLP/ firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013, Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at _____ (referred to as the "Bidder") are desirous of participating in the Tender Process in response to our captioned RFP and in this connection we hereby declare, confirm and agree as follows:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no.F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/ procurement of goods and services, of any Bidder from a country which shares a land border with India and/ or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we, the Bidder hereby declare and confirm that:

Strike off whichever is not applicable

1. "I/we have read the clause regarding restrictions on procurement from a bidder of the country which shares a land border with India; I/ we certify that _____ is not from such a country.
2. "I/we have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I/we certify that _____ is from such a country. I hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached]"

Further, in case the work awarded to us, I/we undertake that I/we shall not subcontract any of assigned work under this engagement without the prior permission of Bank.

Further, we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our sub-contractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority]"

We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its rights to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

This declaration cum Undertaking is executed by us through our Authorized signatory/ ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this _____ by _____20__

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name:
Address:
Email & Phone No.:

List of documents enclosed:

1. Copy of Certificate of valid registration with the Competent Authority (strike off if not applicable
2. _____
3. _____
4. _____

66 Annexure 16: Cover Letter

Date:

To

General Manager-IT
DIT, Central Bank of India, Central Office,
Sector 11, CBD Belapur,
Mumbai - 400614

Dear Sir/Madam,

1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this bid Offer for 180 days from date of bid (Commercial Bid) opening and our Offer shall remain binding on us which may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the bank in the format prescribed for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)
(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

67 Annexure 17: Query Format

Queries:

Sr. No.	Page #	Point / Section #	Query	Banks Response (Bidder Should not fill in this column)
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorised Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)

68 Annexure 18: Eligibility Criteria Compliance

Bidder needs to comply with the eligibility criterion mentioned below. Non-compliance with any of these criterions would result in outright rejection of bidder's proposal. Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

The decision of Bank pertaining to Eligibility Criteria evaluation would be final and binding on all the bidders. Bank may accept or reject an offer without assigning any reason whatsoever.

Sr.	Eligibility of the Bidder/OEM	Documents to be submitted	Compliance (Y/N)
1.	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder	
2.	Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN	
3.	The bidder must have an annual turnover in India of INR 100 Crores per annum in the last three financial years (i.e. 2020-21, 2021-22, 2022-23) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FYs.	
4.	The bidder should have made operating profits in at least two financial years out of last three financial years. (i.e. 2020-21, 2021-22, 2022-23).	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FYs.	
5.	The bidder should have a positive net worth in last three financial years. (i.e. 2020-21, 2021-22, 2022-23).	Certificate of the Chartered Accountant for preceding three FYs.	
6.	The Bidder should be a certified or an Authorized partner of the OEM of the offered solution	Copy of MAF from respective OEMs as per format to be submitted. 7. EMS Solution 8. EPP 9. ITAM	

Sr.	Eligibility of the Bidder/OEM	Documents to be submitted	Compliance (Y/N)
		10. APM 11. EDR 12. Any Other OEM MAF	
7.	At the time of bidding, the Bidder should not have been blacklisted /debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit the undertaking self-declaration on Company's letter head	
8.	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services	Submit the undertaking self-declaration on Company's letter head	
9.	Bidder/OEM should not have - • NPA with any Bank /financial institutions in India • Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder and OEM in the opinion of Central Bank of India to service the needs of the Bank	Submit self-declaration on Company's letter head.	
10.	Bidder/ OEMs should have service/ support infrastructure at Mumbai/ Hyderabad and should be able to provide efficient and effective support.	Submit the undertaking self-declaration on Bidder's /OEM's letter head	
11.	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate	
12.	Bidder should have experience of having 1. Supplied & implemented EMS solution such as Service Desk / Network / Server Monitoring and Management tools 2) Supplied & implemented EPP Solution for at least 10000 Devices	Credential letter OR Copy of Sign off document, along with Purchase order/ Contract copy	

Sr.	Eligibility of the Bidder/OEM	Documents to be submitted	Compliance (Y/N)
	in at least one Scheduled Commercial Bank in India / PSU/ Govt. Organisation		
13.	The Proposed OEM's of EMS Solution such as Service Desk, Network and Server Monitoring & management Solution should have been supplied and implemented \ Operational in last 5 years in at least one Scheduled Commercial Bank in India having minimum 2000 branches	Credential letter OR Copy of Sign off document, along with Purchase order/ Contract copy	
14.	The Proposed OEM's EPP Solution should have been supplied and implemented / Operational in last 5 years in at least one Scheduled Commercial Bank in India having minimum 2000 branches and EPP Solution implemented with at least 30000 clients	Credential letter OR Copy of Sign off document, along with Purchase order/ Contract copy	
15.	The Proposed OEM's Endpoint Detection and Response (EDR) Solution should have been supplied and implemented / Operational in at least one Scheduled Commercial Bank in India with at least 7500 devices	Credential letter OR Copy of Sign off document, along with Purchase order/ Contract copy	
16.	The proposed OEM Application Monitoring (APM) solution should have been implemented for CBS during the last 5 years in at least one Scheduled Commercial Bank in India having minimum 1000 Branches	Credential letter OR Copy of Sign off document, along with Purchase order/ Contract copy	
17.	The Proposed OEM's ITAM Solution should have been supplied and implemented in at least one Scheduled Commercial Bank in India having minimum 1000 branches	Credential letter OR Copy of Sign off document, along with Purchase order/ Contract copy	

The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.

*CBI reserves the right to verify references provided by the Bidder independently. Any decision of CBI in this regard shall be final, conclusive and binding up on the bidder. CBI may accept or reject an offer without assigning any reason whatsoever.

1. Bidders need to ensure compliance to all the eligibility criteria points.

2. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.

3. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.

4. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.

5. If an agent submits a bid on behalf of the Bidder/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.

6. Scheduled Commercial Bank does not include Payments Bank, Cooperative Banks or RRBs.

7. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:

   a. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.*

   b. *If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'*

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)
(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

69 Annexure 19: Guidelines on Banning of business dealing
GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

1. Introduction

2. Scope

3. Definitions

4. Initiation of banning / suspension

5. Suspension of business dealing

6. Ground on which banning of business dealings can be initiated

7. Banning of business dealings

8. Removal from list of approved agencies –suppliers/contractors

9. Show-cause notice

10. Appeal against the competent authority

11. Review of the decision by the competent authority

12. Circulation of names of agencies with whom business dealings have been banned

1. Introduction

1.1 Central Bank of India, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally

provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers

/ Buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;

d) If one owns or controls the other in any manner;

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

a) For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the "Competent Authority" for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the "Appellate Authority" in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors" Committee (EDC) shall be the "Competent Authority". The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.

d) For Zonal Offices Only

Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the "Competent Authority" for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the "Appellate Authority" in all such cases. e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the "Competent Authority" and concerned Executive Director (GAD) shall be the "Appellate Authority".

e) Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under

investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure:-

i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries. ii) Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee (EDC) with ED (GAD) as Convener of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.

iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so

warrant;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;

6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank

(CENTRAL BANK OF INDIA) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent

Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency should apply throughout the Bank

Including
Subsidiaries.

7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank- wide / Local unit wise banning exists, if not, send back the case to the Competent Authority. ii) To recommend for issue of show-cause notice to the Agency by the concerned department. iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv)To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall issue a show-cause notice

to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

• Banning of the agencies shall apply throughout the Bank including Subsidiaries.

• Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors" Committee (EDC) with ED (GAD) as Convener of the Committee.

• The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.

• If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period.

• On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.

• The decision of the EDC shall be communicated to the agency by ED (GAD).

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature,

it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from

Competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9 Show Cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For removing the Agency from the list of approved Suppliers / Contactors, etc. c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning

business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11 Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order

passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

12 Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the

Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents

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