REQUEST FOR PROPOSAL (RFP)

For

“Supply, Installation, Testing, Commissioning and Maintenance of Database Activity Monitoring (DAM) Solution at Bank’s Mumbai and Bengaluru Location


The information provided in response to this Request For Proposal (RFP) will become the property of the bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP without assigning any reasons whatsoever.

This document is prepared by Bank of India for procurement of DAM. It should not be reissued or copied or used either partially or fully in any form.
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1: INVITATION TO BID

Bank of India is a premier Indian Public Sector Bank having a network of more than 5100+ Branches across the country. All the Branches of the Bank have been covered in Enterprise Wide Network of Core Banking Solution (CBS) and its supportive critical applications likes RTGS, NEFT, Internet Banking, Mobile Banking and GBM etc. of the Bank.

Project Overview:

The bank has its primary Data Centre and near site in Mumbai and its disaster recovery site at Bengaluru. The Data Center serves the domestic branches in India, Branches of Bank of India abroad and Regional Rural Banks sponsored by Bank of India. The server environment is a heterogeneous mix of Unix, Linux, HP-Unix, AIX, Solaris and Windows platforms with databases like Oracle, SQL, Postgres SQL, Hexadata, My SQL etc.

Databases are the repositories of electronic information for any organization. The success and survival of any organization is highly dependent on the proper use and protection of the contents of their databases. As the owner of the data assets, the onus lies on the Bank to have a clear visibility and control on the activities relating to the databases.

To achieve this goal, Bank of India invites sealed bids from Bidders for Supply, Installation, Testing, Commissioning and Maintenance of Database Activity Monitoring (DAM) solution.

Project Scope:

The DAM Solution to be provided by the bidder should meet the technical / functional requirements as per Part 5 – Technical and Functional Specifications. Successful Bidder should supply, install and operationalize required Software (HA or N+1 in DC and HA or N+1 in DR), as per terms and conditions stipulated in the RFP.

Installation should be done by vendor under supervision of OEM only and should provide onsite support during the operation including an experienced one onsite engineer in bank working hours and days and 24*7*365 support on Remote Telephonic or Technical/Web support. The scope also cover 100 hours onsite OEM support per year without any additional cost to bank and as and when required by the Bank.

OEMs shall provide on-site resources at each deployment location during the implementation phase for, but not limited to:

- Validation of solution design and architecture.
- Continuous monitoring of implementation at each location during implementation.
- Provide SME support to working teams.
• Ensure customization of solution in line with Bank’s requirements.
• OEM Certificate for Deployed Architecture & Configurations done at Bank of India Setup is necessary after implementation of its products for Bank Sign-Off
• Yearly health check-up of the solutions by the OEM
• OEM should provide certificate that provided hardware and software are free from embedded malicious/ fraudulent code and any type of known vulnerabilities/ bug.

PRE-REQUISITE (Qualification Criteria):

Interested Bidders who are dealing in Database Activity Monitoring Solution and meeting the following Eligibility Criteria may respond to this RFP.

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<td>1</td>
<td>The Bidder is registered as a company in India as per Companies Act 1956 and must be in operation for at least 5 years with valid GST registration, in India.</td>
<td>Copy of the certificate of incorporation and certificate of commencement of business issued by the Registrar of Companies. Evidence for GST registration</td>
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<td>2</td>
<td>The Bidder should have an average turnover of at least Rs.100 Crores for the last three years. Company should be a net-profit making company for the last three years.</td>
<td>Audited financial statements for the last three years and turn over details</td>
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<td>3</td>
<td>The bidding / OEM company should not have been blacklisted by any public sector Bank earlier.</td>
<td>A declaration should be submitted by the bidder.</td>
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<td>4</td>
<td>The proposed solution of OEM should have at least 2 customers in Banking and Financial Sector in India out of which one must be an Indian bank. (Bank incorporated in India).</td>
<td>Necessary documents, PO and customer letter specifying the duration of the product and with a word “Very Satisfactory” should be attached.</td>
</tr>
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<td>5</td>
<td>Bidder should have at least 1 implementation of DAM solution in India having a size of installation base of more than 300 CPU Cores, running database servers.</td>
<td>Necessary documents should be attached. ( PO/ Sign off, specifying the number of cores and letter of satisfactory working from the reference you have given)</td>
</tr>
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<td>6</td>
<td>The bidder shall be the OEM certified or authorized agent / reseller / partner of the solution offered for more than one year.</td>
<td>Letter from the solution owner authorizing the bidder to participate in the tender and letter of support/warranty for a minimum of 5 years.</td>
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The OEM should assure to provide support to the bidder for the next 5 years.

The bidder has to quote only one OEM product.

The bidder/OEM should have service/support infrastructure at Mumbai and Bengaluru and should be able to provide efficient and effective support. A list of service/support center should be submitted along with the bid. Letter from bidder/OEM with full address details should be produced. In case bidder is not OEM, a letter from OEM for back to back premium support should be submitted as part of bid.

The Bidding Document may be obtained from the Bank’s website.

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<td>16.12.2019 by 3.00 pm</td>
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<td>Date &amp; time of Bid opening for technical evaluation - Representatives of bidder may be present during opening of the bid, however, it would be opened even in the absence of any or all of the bidder’s representative. ((Address as given below))</td>
<td>16.12.2019 at 5.00 pm</td>
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<td>Date and time of opening of Price Bids</td>
<td>Will be advised to all shortlisted eligible bidders by the bank.</td>
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<td>Contact Persons</td>
<td>Shri Sanjay Save, Sr. Manager, Email: <a href="mailto:Security.Information@bankofindia.co.in">Security.Information@bankofindia.co.in</a> Alternate Email: <a href="mailto:Ganesh.Saini@bankofindia.co.in">Ganesh.Saini@bankofindia.co.in</a></td>
</tr>
<tr>
<td>Address for Communication and submission of bid.</td>
<td>The General Manager, Bank of India, Head Office Risk Management Department, Information Security Cell, Star House 1, 3rd Floor East Wing, C-5, G block, Bandra Kurla Complex, Bandra East, Mumbai – 400 051. Phone No.: 022 – 6668 4986 / 6128 9440</td>
</tr>
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6. A two-envelope bidding procedure (Technical Bid & Price Bid) will be followed. The price bid should be submitted separately as part II in a separate envelope.

7. All Bids must be accompanied by Bid Security as specified in the Bid document.

8. **A non-refundable bid amount (Tender Amount) of Rs. 25,000/-** to be paid by means of a demand draft / pay order of any scheduled commercial bank favoring Bank of India, payable in Mumbai. It should be submitted in separate envelop in outer envelope having technical bid & price bid envelopes. It is a pre-requisite for opening the Technical Bids.

2. **DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Bank of India (BOI), 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 BOI 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. BOI 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. BOI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
# 3: INSTRUCTIONS FOR BIDDERS (IFB)

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3. INSTRUCTIONS FOR BIDDERS (IFB)

A. Introduction

3.1 General

3.1.1 The BANK wants to procure a suitable Database Activity Monitoring Solution to have complete security control on databases used by them and integrate the solution with its SIEM.

3.2. Broad Scope of Work

3.2.1 The successful bidder, called vendor or supplier or service provider, will operationalize and maintain the solution to the full satisfaction of the Bank with all the required functionalities. The system should be in N+1 / HA architecture at DC and DR and management at DC and business continuity set-up at our DR site for management. The vendor would be responsible for installation, testing, commissioning, configuring, warranty and maintenance of the system. OEM would be responsible for all technical support to maintain the required uptime through the vendor. Initial installation, configuration and integration should be done by the vendor under supervision of OEM. The vendor would be the single point of contact. The vendor should have necessary agreement with the OEM for all the required support. The nature of support services are described in detail in the PART 5.

3.2.2 Any other software component required in connections with the work will be supplied and maintained by the service provider.

3.2.3 The vendor/OEM would integrate the solution with Bank’s SIEM solution (QRADAR), PIM (Arcos), Vulnerability Management (Security center), AD/LDAP etc. No extra cost is payable for such integration.

3.2.4 The vendor would install the solution in test environment, train the Bank’s personnel for independent operation, creation of policies/rules, generation of reports, analysis of the reports, correlation with other relevant security related applications/events, familiarization of features and functionalities.

3.2.5 The proposed DAM solution is supposed to provide the following at a minimum:

a) Creation of an inventory through auto discovery of all databases and database users, deployed across the enterprise. Discovery of sensitive data.

b) Discovery of vulnerabilities, missing patches.

c) Creation of policies/rules for enforcing access control and proper rights management on databases.

d) Monitoring access to databases, database activities, blocking unauthorized access/activities and segregation of duties.

e) Reporting of deviations to the policies and access control.

f) Masking of sensitive data in output.

g) Virtual patching of database for known missing patches.
h) Complying with relevant regulatory demands.
i) Help enhance forensic capability along with supporting solutions.
j) Integration of existing DAM data within new DAM i.e. migration of data from Existing DAM to new DAM solution

3.2.6 The period of support coverage would be 5 years, 1 year of warranty and 4 years of maintenance/support thereafter along with one on-site engineer support. The vendor would provide full on-site monitoring, maintenance and training support for a period of five years from the date of completion of installation and configuration of the solution. For this, the vendor has to deploy a suitable resource at the Bank’s premises for a period of five year after the installation and configuration. It is the vendor’s responsibility to liaison with the OEM to provide full technical support to the satisfaction of the Bank for the complete tenure of agreement.

- The Onsite Resource Qualifications –
  1) Resource should be Science Graduate (IT / Computer / B.Sc.), preferably, BE/B. Tech/MCA with minimum 1 years of relevant experience over proposed solution and 4 years of total experience in the field of IT.

  2) Should be certified with at least one database certification.

        Bank will review onsite resource requirement every year and reserve the right to discontinue onsite support services after completion of year. Bidder has to properly handover all operation activity to the Bank Staff in that case.

- The Onsite Resource Roles & Responsibilities (Operations Phase)
  i. Lead daily Operation efforts, Report on progress to Bank
  ii. Resolving technical issues & coordinating with OEM as escalation follow-up for long pending & calls
  iii. Co-ordinate with all Teams for follow-up for open tickets & activities.
  iv. Do Server patching / hardening & VA/PT on solution under preview
  v. Do periodic preventive health check / Version Upgrade for solution under preview
  vi. Monitor quality and risk related activities on solution under their preview
  vii. Identify and implement best practices / Configurations on solution under preview

3.2.7 We give below the tentative details of coverage under the solution in production.

    No of DB servers: 100
    No of cores: 1500

- There may be 10% variations due to additions/deletions at the time of implementation.
- Where the system is in stand-by mode, only one set of cores is taken into consideration. The vendor has to provide agents for the total system so that
if the primary fails, secondary will take over and agents remain active on secondary.
- DR sites get active when production site is inactive. So the solution has to provide agents for the DR sites also.

3.2.9. The bidder will arrange to provide training & certifications to three personnel from the Bank from the OEM. It will be OEM Certified Training for three Bank employees three time i.e. after implementation & in 2nd & 4th year of operation.

3.2.10 In bank most of the databases are oracle, so to understand underlying technology, The bidder will also arrange training and certifications to Ten personnel from the Bank on “Oracle: Introduction to Database Security” in first year.

3.2.11 The proposed DAM solution should be configured in such a way by the bidder that the existing DAM solution logs can be readily accessed. This step should not involve any manual intervention.

3.2.12 Bank will provide the VMs however OS & other hardware / software components hardening, patching and any other security compliance needs to be taken care by the bidder.

3.3 Consortium

3.3.1 The system integrator or bidder should provide documentary evidence for having tied up with all the agencies participating.

3.3.2 The system integrator or bidder will be singles point of contact to provide the solution to the Bank. The selected system integrator or bidder will provide the Bank a complete solution but not limited to supply, installation of required software.

3.3.3 The Bank also reserves the right to inspect user’s premises and interact with the product team while evaluating the Technical Bid. The system integrator or bidder should obtain permissions and bear all the expenses in this regard.

3.4 Cost of Bidding

3.4.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

B. Bidding Documents

3.5. Content of Bidding Document/s

3.5.1 The Solution required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. The Bidding Documents includes:
(a) PART 1 - Invitation To Bid (ITB)
(b) PART 2 - Disclaimer
(c) PART 3 - Instruction For Bidders (IFB)
(d) PART 4 - Terms and Conditions of Contract (TCC)
(e) PART 5 - Technical & Functional Specifications (TFS)
3.5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder’s risk and may result in the rejection of the Bid.

3.6 Clarification of Bidding Document/s
3.6.1 A prospective Bidder requiring any clarification of the Bidding Document may attend Pre bid meeting.

All clarifications / queries needed shall be addressed to the contact mentioned in the RFP. The Bank will discuss the queries in the Pre-Bid meeting. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be communicated to all the Bidders through Website.

3.7 Amendment of Bidding Document/s
3.7.1 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document/s, by amendment.

3.7.2 All prospective Bidders will be notified of the amendment, if any, by Bank hosting the same on the Bank’s website which will be final and binding on all the bidders. It will be the responsibility of the bidders to regularly visit the Bank’s website for any amendments from time to time and respond accordingly. No other intimation will be given by the Bank.

3.7.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

C. Preparation of Bids

3.8 Language of Bid
3.8.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

3.9 Documents Comprising the Bid
3.9.1 Documents comprising the Technical Bid Envelope, should be:
a) Bid Form as per Format 6.1.1 completed in accordance with the clauses in the Bid and duly signed by the authorised signatory(ies);

b) Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract as per Clause 3.14 of the Bidding Document if its Bid is accepted;

c) Documentary evidence establishing that the Solution, systems and ancillary services to be supplied by the Bidder are eligible Solution and services and conform to Part 5 of the Bidding Document;

d) Bid security for Rs. 5,00,000/- (Five Lacs) furnished as specified in Clause 3.15 herein.

e) Referral letters from clients listed in format 6.10

f) A Non-disclosure Agreement as per Format 6.2

g) Manufacturers’/Producers’ Authorization form as per Format 6.8 (where applicable)

h) Details of Service Support offered by vendor.

i) Confirmation as per clause 3.14.3 (c)

**While submitting the Technical Bid, literature on the solution architecture diagram, Broachers should be segregated and kept together in one section/lot.**

The other papers like Bid Security, Forms as mentioned above, etc. should form the main section and should be submitted in one lot, separate from the section containing literature and annual accounts.

3.9.2 Documents comprising Price Bid Envelope, should be:

a) A Full Price Schedule of the DAM solution comprising of the solution/services (Format 6.3) in one separate closed sealed cover.

b) The Bid as per Format 6.1.2 as furnished in the Bidding Documents duly signed by the Bidder and completed.

c) Price bids containing any deviations or similar clauses will be summarily rejected.

3.10 Bid Form

3.10.1 The Bidder shall complete both the two Envelopes of the Bid Form furnished in the Bidding Document separately, indicating the Solution to be supplied, a
brief description of the Solution, their country of origin, quantity and prices and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.

3.11 Bid Prices
3.11.1 The prices indicated in the Price Schedule shall be entered in the following manner:

The total price quoted must be of cost of providing the solution and services for installation, testing and commissioning of the Solution and Contract, training costs all applicable taxes, duties, levies, charges etc., as also cost of incidental services such as transportation, insurance, etc., but exclusive of GST.

a) Prices quoted as above shall be valid for a minimum period of 180 days from last date for submission of the tender.

3.11.2 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

3.12 Bid Currencies

3.12.1 Bids are to be quoted in Indian Rupees only.

3.13 Documents Establishing Bidder’s Eligibility and Qualifications

3.13.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder’s eligibility to Bid and its qualifications to perform the Contract, if its Bid is accepted.

3.13.2 The documentary evidence of the Bidder’s qualifications to perform the Contract if its Bid is accepted shall establish to the Bank’s satisfaction:

a) That, in the case of a Bidder, offering to supply Solution, services and/or Systems under the Contract which the Bidder did not produce or own, the Bidder has been duly authorized as per authorization format 6.8 given in the Bid, by the Solution’ Producer to supply the Solution and/or Systems and/or service provider to agree to render the services in India;

b) In the above case, the bidder must also have a back to back agreement with the vendor to provide required uptime, agreement to provide the necessary support for 5 years, Bank may extend the agreement at the same rates for 1 year. Documentary proof, copy of agreement with the parent company (if the bidder
proposes to adopt the third party solution) to be made available in the technical bid.

c) That the Bidder has the technical and production capability necessary to perform the Contract as per format 6.10 (Organization Profile);

d) That adequate, specialized software/ Hardware expertise is already available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation and real-time monitoring.

3.14 Documents Establishing Eligibility of Solution and Conformity to Bidding Documents

3.14.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Solution and/or System and/or services which the Bidder proposes to supply under the Contract.

3.14.2 The documentary evidence of the eligibility of the Solution and/or System and/or services shall consist of a statement (attached to the Price Schedule) of the country of origin of the Solution and/or System and/or services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

3.14.3 The documentary evidence of conformity of the Solution and/or System and/or services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

a) a detailed description of the essential technical and performance characteristics of the Solution and/or Systems as mentioned in Format 6.1 (Requirement Specifications);

b) an item-by-item commentary on the Technical & Functional Specifications given in the Bid, demonstrating substantial responsiveness of the Solution and/or System and/or services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical & Functional Specifications; and

c) A confirmation that, if the Bidder offers systems and/or other software produced by another company, such software operates efficiently on the system proposed by the Bidder; and the Bidder is willing to accept responsibility for its successful operation.

3.15 Bid Security

3.15.1 The Bidder shall furnish, as part of its Bid, a Bid security in Clause 3.9.1 (d).

3.15.2 The Bid security is required to protect the Bank against the risk of Bidder’s
3.15.3 The Bid security shall be denominated in Indian Rupees and shall be in the following form:

A bank guarantee issued by any Scheduled commercial bank acceptable to the Bank, in the form as per format 6.4 provided in the Bid, valid for eighty (180) days.

3.15.4 Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.

3.15.5 Unsuccessful Bidders’ Bid security will be discharged or returned as promptly as possible but not later than ninety (90) days after the expiration of the period of Bid validity.

3.15.6 The successful Bidder’s Bid security will be discharged upon the Bidder signing the Contract and furnishing the performance security as per format 6.6.

3.15.7 The Bid security may be forfeited:

a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

b) if a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or

c) in the case of a successful Bidder, if the Bidder fails;
   (i) to sign the Contract;
   or
   (ii) to furnish Performance Security as mentioned in Clause 3.32 herein.

3.16 Period of Validity of Bids

3.16.1 Bids shall remain valid for a period of 180 days, from the date of opening of the Bid. A Bid valid for a shorter period shall be rejected by the Bank as non-responsive.

3.16.2 In exceptional circumstances, the Bank may solicit the Bidders’ consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.

3.17 Format and Signing of Bid

3.17.1 Each Bid should be in two parts –

   Part I covering the Technical Bid and Qualification aspects hereinafter referred
3.17.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.17.3 Any inter-lineation, erasures or overwriting shall be valid only if they are initialled by the person signing the Bids. The bank reserves the right to reject bids not confirming to above.

D. Submission of Bids

3.18. Sealing and Marking of Bids

3.18.1 The Bidders shall seal the envelopes containing “Technical Bid” and “Price Bid” separately and the two envelopes shall be enclosed and sealed in an outer envelope. This envelope should also have Bid / Tender amount DD/PO.

3.18.2 The inner and outer envelopes shall:

a) be addressed to the Bank at the address given; and

b) bear the Project Name "DAM solution" and a statement: “DO NOT OPEN BEFORE (mention last date of submitting bid )”.

c) All envelopes should indicate on the cover the name and address of the Bidder.

3.18.3 If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the Bid’s misplacement or premature opening.

3.19 Deadline for Submission of Bids

3.19.1 Bids must be received by the Bank at the address specified, not later than the date & time specified in the Invitation to Bid.

3.19.2 The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of
the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.20 Late Bids

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

3.21 Modification and Withdrawal of Bids

3.21.1 The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

3.21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.

3.21.3 No Bid may be modified after the deadline for submission of Bids.

3.21.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its Bid security.

E. Opening and Evaluation of Bids

3.22 Opening of Bids by the Bank

3.22.1 The Bidders’ names, Bid modifications or withdrawals and the presence or absence of requisite Bid Amount & Bid Security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the Bid opening. No bid shall be rejected on bid opening, except for late bids or bids without requisite Bid Amount in specified form, which shall be returned unopened to the Bidder.

3.22.2 Bids (and modifications sent) that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.23 Clarification of Bids

3.23.1 During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.
3.24 Preliminary Examination / Technical Evaluation

3.24.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order. Any deficiencies with respect to RFP requirements will make the bids liable to be rejected.

3.24.2 However the Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

3.24.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a substantially responsive Bid is one, which confirms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, Contract, AMC and Force Majeure will be deemed to be a material deviation. The Bank's determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical & functional parameters including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.

3.24.4 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The technical evaluation will take into account the capability of the bidder to implement the proposed solution.

3.24.5 Only those bidders whose Technical bids have been found substantially responsive would be intimated by the Bank about their responsiveness and about the revised/updated Technical & Functional Specification (if any) arising out of normalization (if any). In case of normalization and/or revision, they would also be advised to submit fresh “Price Bid” which should either be equal to or less than the Prices quoted in the Original Price Bid.

3.25 Evaluation and Comparison of Price Bids

3.25.1 Only those bids, which are technically qualified, will be considered for financial bid opening. Bank evolution is based on Price Bid and other Parameters as per 3.25.6.

3.25.2. The Bank may use the services of external consultants for bid evaluation, if required.

3.25.3. The Bank will evaluate and compare the Price bids, which have been
determined to be substantially responsive.

3.25.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

3.25.5 **Reverse auction will be carried out to decide the L1 Bidder.**

3.25.6 The Bank’s evaluation of a Price Bid will take into account, in addition to the Bid price quoted, one or more of the following factors:

a) deviations in payment schedule from that specified;
b) delivery schedule offered in the bid;
c) Other specific criteria indicated in the Bid and/or in the Technical & Functional Specifications.

3.25.7 For factors retained in the Bid, one or more of the following quantification methods will be applied:

(a) **Delivery Schedule:**

The Services covered under this invitation is to be supplied, installed and commissioned within the period mentioned in clause 4.10.2. No credit will be given to early deliveries. An adjustment of 0.5% of the Bid price per week or part of week will be added for evaluation of Bids offering delayed start of the services.

(b) **Deviation in payment schedule.**

The TCC Clause 4.15 stipulates the payment schedule offered by the Bank. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Bank, the Bid will be evaluated by calculating interest earned for any early payment involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate of 18% per annum.

(c) **Quotation of Prices for all Items.**

The Bidder should quote for complete consignment of items proposed/listed in this Bid. In case, prices are not quoted by any Bidder for any specific service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the bank reserves the right to reject all such incomplete bids.
3.26 Contacting the Bank

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

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

F. Award of Contract

3.27 Post-qualification

3.27.1 All the Price bids after their evaluation on the parameters mentioned above would be arranged in ascending order and will be qualified for reverse auction. The contract would be awarded to the bidder whose bid has been evaluated to be the lowest in reverse auction.

3.28 Award Criteria

3.28.1 The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest Bid after Reverse Auction. The business rules and terms & conditions for Reverse Auction is given in Format 6.13.

3.29 Bank’s Right To Accept Any Bid and To Reject any or All Bids.

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

3.30 Notification of Award

3.30.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by Email, that its Bid has been accepted.

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

3.30.3 Upon the successful Bidder’s furnishing of Performance Security, the Bank will promptly notify each unsuccessful Bidder and will discharge its Bid security.

3.31 Signing of Contract

3.31.1 At the same time as the Bank notifies the successful Bidder that its Bid has
been accepted, the Bank will send the Bidder the Contract Form as per format 6.5, incorporating all agreements between the parties.

3.31.2 Within the period prescribed in clause 7.4, from the date of receipt of the Form of contract, the successful Bidder shall sign and date the Contract and return it to the Bank.

3.32 **Performance Security**

3.32.1 Performance Security in the required format to be submitted by the successful bidder as per Clause 4.6

3.32.2 Failure of the successful Bidder to comply with the requirement of Clause 3.30.2 or Clause 3.31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event, the Bank may make the award to the next lowest evaluated Bidder or call for new Bids. 

**Note:** Notwithstanding anything said above, the Bank reserves the right to reject / award the contract to any vendor or cancel the entire process without assigning any reasons thereto.
## 4: TERMS AND CONDITIONS OF CONTRACT (TCC)

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4: TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1. Definitions
In this Contract, the following terms shall be interpreted as indicated:

4.1.1 “Solution” means “Database Activity Monitoring solution” as to meet the technical and functional requirements of the Bank indicated in Section 5 of this document.

4.1.2 “Supplier” is the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest evaluated Bid.

4.1.3 “The Contract” means the agreement entered into between the Bank and the Supplier/Service provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

4.1.4 “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

4.1.5 “The Product” means all software, all hardware, databases, middleware, operating systems and/or other materials which the Supplier is required to supply to the Bank under the Contract;

4.1.7 “TCC” means the Terms and Conditions of Contract contained in this section;

4.1.8 'System' means a Computer System consisting of all Hardware, Software, etc., which should work together to provide the services as mentioned in the Bid and to satisfy the Technical and Functional Specifications mentioned in the Bid.

4.1.9 ‘Software’ means Application/System software, Database, Middleware and other third party utilities which will seamlessly integrate with the environment described in this document without any hitch or hindrance.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any Clause / Provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

4.2 Country of Origin
Please refer clauses 3.3 of IFB.

4.3 Standards
4.3.1 The Solution and/or System supplied under this Contract shall confirm to the
Industry standards and those mentioned in the TFS, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the country of origin of Solution. Such standards shall be the latest issued by the institution concerned.

4.4 Use of Contract Documents and Information

4.4.1 The Supplier shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.4.2 The Supplier shall not, without the Bank’s prior written consent, make use of any document or information enumerated in this Bidding Document except for purposes of performing the Contract.

4.4.3 Any document, other than the Contract itself, enumerated in this Bidding Document shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Supplier’s performance under the Contract, if so required by the Bank.

4.4.4 The Bidder shall sign a Non-disclosure Agreement as per Format 6.2.

4.5 Patent Rights/Intellectual Property rights

4.5.1 The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Solution or any part thereof.

4.6 Performance Security

4.6.1 Within the period prescribed under Clause 7.4 from date of receipt of the notification of Contract award, the Supplier shall furnish to the Bank, the Performance Security for an amount as per Clause 7.7 valid up to the period specified in clause 7.6.

4.6.2 The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

4.6.3 The Performance Security shall be denominated in Indian Rupees and shall be by way of a bank guarantee issued by a nationalized / public sector bank in India (other than Bank of India), acceptable to the Bank, in the Format 6.6 provided in the Bid.
4.6.4 The performance security will be discharged by the Bank and returned to the Supplier not later than the period specified in clause 7.11.

4.6.5 In the event of any contract amendment, the Supplier shall, within the period mentioned in clause 7.4 after receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period specified in clause 7.4. In the event of any correction of defects or replacement of defective software/Solution/equipment/system during the Contract period, the Contract for the corrected / replaced software/Solution/ equipment/system shall be extended to a further period specified in clause 7.8. The performance guarantee for a proportionate value shall be extended by the period mentioned in clause 7.10, over and above the extended Contract period.

4.7 Inspection & Quality Control Tests

4.7.1 The Bank reserves the right to carry out inspection by a team of Bank Officials, of any of the existing live installations of the Supplier referred to in the Technical Bid or demand a demonstration of the solution proposed on a representative model in the bidder’s office.

4.7.2 The Bank’s right to inspect, test and, where necessary, reject the Solution after the Solution’ arrival at the destination shall in no way be limited or waived by reason of the Solution having previously been inspected, tested, and passed by the Bank or its representative prior to the Solution’ shipment from the place of origin.

4.7.3 Nothing stated hereinabove shall in any way release the Supplier from any Contract or other obligations under this Contract.

4.7.4 Manuals

4.7.4.1 Before the Solution/system is/are taken over by the Bank, the Supplier shall supply technical/systems/operational manuals for all solution supplied. The manuals shall be in English.

4.7.4.2 Unless and otherwise agreed, the Solution and equipment shall not be considered to be completed for the purpose of taking over, until such manuals have been supplied to the Bank.

4.7.4.3 The Supplier shall provide one set of User Manual and Security Manual for the Application Software. The Supplier shall also provide one Soft copy of each of the Manuals. Soft copy User manuals shall be provided, commensurate with number of installations of Solution in the Bank.
4.8 For the System & Other Software, the following will apply:

The Supplier shall provide complete and legal documentation of all subsystems, operating systems, system software, utility software and other software. The Supplier shall also provide licensed software for all software Solution, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

In case the primary vendor is coming with software which is not his propriety software, then the primary vendor must submit evidence in the form of agreement he has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.

4.9 Acceptance Tests and Certificates:

4.9.1 The Acceptance criteria for the solution for complete Database Access Management solution are given under item 7.17.

4.9.2. On successful completion of the acceptance tests, receipt of deliverables, etc., and after the solution is monitored successfully for one month after the start of the service and Bank is satisfied with the working of solution, the acceptance certificate in Format 6.9, signed by the Service provider and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the solution proposed.

4.10 Delivery and Documents

4.10.1 Delivery of the Solution/software shall be made by the Supplier in accordance with the system approved/ordered. The details of documents to be furnished by the Supplier are specified hereunder:

i. 3 copies of Supplier’s invoice showing contract number, Solution description, quantity, unit price and total amount;

ii. Manufacturer’s / Supplier’s authorization certificate;

iii. Certificate of origin.

The above documents shall be received by the Bank before arrival of Solution (except where it is handed over to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.
4.10.2

Time Period shall also be indicated separately by the bidder and the same shall also be firm and binding.

a) The Selected Bidder should adhere to the following Project implementation schedule for delivery, installation, implementation and testing and thereafter go-live.

b) The software acceptance will be done only after successful resolution of the reported bugs and the Project shall be signed-off by the Bank only after the above referred implementation process gets completed.

c) The project should be completed within 60 days from the date of acceptance of the purchase order by the successful bidder, as detailed below:

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<th>Details</th>
<th>Period to complete</th>
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<tbody>
<tr>
<td>1</td>
<td>Providing the detailed Project implementation plan and the Architecture that needs to be installed</td>
<td>Within 14 days from the date of acceptance of purchase order excepting the expected schedule</td>
</tr>
<tr>
<td>2</td>
<td>Delivery of required Solution</td>
<td>Within 42 days from the date of acceptance of purchase order</td>
</tr>
<tr>
<td>3</td>
<td>Installation, customization of solution, development of interface, integration etc.</td>
<td>Within 60 days from the date of acceptance of purchase order.</td>
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<td>4</td>
<td>Implementation for User Acceptance Test and training to bank officials and nominated persons at bidder’s cost</td>
<td>Within 70 days from the date of acceptance of purchase order</td>
</tr>
<tr>
<td>5</td>
<td>Migration of existing DAM Solution one year data\logs to proposed DAM solution</td>
<td>Within 90 days from the date of acceptance of purchase order</td>
</tr>
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4.11.   Incidental Services

4.11.1 The incidental services to be provided are as under:

   (a) Furnishing manuals for each appropriate unit of the supplied Solution, as mentioned under Clauses 4.7, 4.8, 4.9 and 4.37 of TCC;

   (b) Maintenance and software updates of the supplied Solution, technical support thereof for a period as specified in the Clause 7.13. After expiry of the Contract, provided, that this service shall not relieve the Supplier of any Contract obligations under this Contract;
4.12 **Contract**

4.12.1 The Supplier warrants that the Solution supplied under the Contract are of the most recent version and that they incorporate all recent improvements in design and/or features. The Supplier further warrants that all Solution supplied under this Contract shall have no defect, arising from design or from any act or omission of the Supplier, which may develop under normal use of the supplied Solution in the conditions prevailing in India.

4.12.2 The minimum Contract period shall be the period of clause 7.8. The Supplier shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained, in whole or in part, the Supplier shall, make such changes, modifications, and/or additions to the Solution or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract, at its own cost and expense, and to carry out further performance tests.

4.12.3 The contract start date will be from project signoff date.

4.12.4 Signoff will be provided after successful integration of all the critical identified databases (40 Nos) and satisfactory working of these.

4.12.5 The supplier will ensure that the hardware/software supplied is the latest one.

4.12.6 The Bank shall promptly notify the Supplier in writing of any claims arising under this Contract.

4.12.7 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Solution or parts thereof, without cost to the Bank.

4.12.8 If the Supplier having been notified fails to remedy the defect(s) within the three months, the Bank may proceed to take such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Bank may have against the Supplier under the Contract.

4.12.9 **Contract Uptime**

1) During Period of contract, Supplier will maintain the services as per SLAs.
2) Any bugs and enhancement in services shall be rectified immediately.
3) Any requirements amendments/modifications required by bank will have to be carried out by the vendor during the contract.
4) Supplier/his representative shall solve the software problem immediately after reporting of the problem by the Bank to the Supplier's nearest office by phone, fax, e-mail or letter.
5) Any rectification required in the Application Software due to inherent bugs in the System Software / off-the-shelf software shall also be rectified by
the Supplier or his associates, free of cost, within a reasonable period.

6) Any new database integration with DAM without any additional cost to bank

7) New database integration must be done within 7 working days after informing by the bank, further delay will attract the penalty of 0.1% per day of the contract value

8) The bidder shall guarantee an uptime of 99.99% during warranty and also during AMC, which shall be calculated on quarterly basis. The "Uptime" is, for calculation purposes, equals to the Total number of hours of the day in a quarter, less Downtime in number of hours. Any part of hour is treated as full hours.

The "Downtime" is the time between the Time of Report by the Bank and Time of Restoration/Rectification within the contracted hours. "Failure" is the condition that renders the solution is not available to bank. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.

The percentage uptime is calculated on quarterly basis as follows:

\[
\text{(Total hours in a quarter - downtime hours within the quarter)} \frac{\times 100}{\text{Total hours in a quarter (A quarter is taken as a calendar quarter and number of days are actually number of days in each quarter) }}
\]

**Service Level Agreement for Operations Phase**

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<th>Service Level</th>
<th>Penalty</th>
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<tr>
<td>Uptime of the solution for High</td>
<td>Uptime % of application</td>
<td>Penalty as XX Rs. (as mentioned below). If the uptime is below 98%, then Bank shall have full right to terminate the contract with the Bidder.</td>
</tr>
<tr>
<td>availability setup</td>
<td>calculated on quarterly basis.</td>
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<td></td>
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<tr>
<td>99.9% and above</td>
<td>NA</td>
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<tr>
<td>98% to 99.9%</td>
<td>1,00,000/-</td>
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<tr>
<td>95% to 97.99%</td>
<td>1,60,000/-</td>
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</tr>
<tr>
<td>Less than 90%</td>
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<td>-----------------------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| Uptime of the Hardware      | Individual systems at DC/DR. Uptime % calculated on quarterly basis for affected systems. In case of any hardware problems, the Bidder should ensure that replacement devices are made available within 24 Hrs. Downtime beyond that period will attract penalty. | For Each Downtime of the System Penalty be as under  
Up to 2 Days - Rs. 1000  
After 2 Days – Rs. 5000  
After 7 Days - Rs. 10000  
Beyond 10 days - Each day penalty of Rs. 1000/- |
| Manpower Management         | Manpower Services  
Bidder to provide experienced and certified manpower at Bank premises as per RFP. Any gap will attract penalty.  
Bidder have to replace the manpower if specially asked by the Bank within a period of one month. A delay beyond next Month billing cycle will attract the penalty. | • Penalty of Rs. 500 per day for resource in addition to deduction of relevant day’s resource’s unit cost.  
• Penalty of Rs. 2000 per week for delay in joining of new resource as replacement for resource. |

**Service Delivery Management**
<table>
<thead>
<tr>
<th>Service Area</th>
<th>Service Level</th>
<th>Penalty</th>
</tr>
</thead>
</table>
| Service Call Closure         | The Tickets opened should be closed with in prescribed time limits based on criticality of calls.  
1. Critical Category – 1 Hrs  
2. High Category – 3 Hrs  
3. Medium – 8 Hrs  
4. Low – 2 Days | For breaches for calls under Critical & High Category –  
• More than 5 % of total monthly calls, then 2% of monthly operational cost.  
• More than 10 % of total monthly calls, then 4% of monthly  
More than 15 % of total monthly calls, then 8% of monthly operational cost. |
| Security Vulnerability Management | Version Upgrade  
Major/ Minor for all Software / Base OS/ Middleware / VA Compliance  
Compliance | For breaches for calls under Medium & Low Category –  
• More than 10 % of total monthly calls, then 1% of monthly operational cost.  
• More than 20 % of total monthly calls, then 2% of monthly  
• More than 30 % of total monthly calls, then 3% of monthly operational cost. |
| Event Occurrence | Any event defying the objective of the solution will attract penalty. | For breaches of Version upgrade Calendar –  
• For delay More than 15 days per incident, then 20,000 /-  
• For delay More than 30 days per incident, then 40,000 /-. |
| Knowledge Management | OEM Training every alternate year  
Training not conducted by OEM to the bank personnel. | The OEM training cost of relevant year would not be applicable. |
4.13 **Maintenance Service:**

4.13.1 The Supplier shall provide free maintenance services during the period of Contract. Professionally qualified personnel who have expertise in the solution will provide these services.

4.13.2 The Bidder should have service support/ service centres at Mumbai and Bangalore and service support should be available for 24*7 basis. They should agree to provide support at any other centre in future if bank decides to establish DC, DR or any other related offices.

4.14 **Training:**

4.14.1 For each Application/Operating System/database/middleware and third party utilities installed, the Supplier is required to train the designated Bank’s technical and end-user personnel to enable them to effectively operate and perform administration of the total system. Training shall be conducted on the dates and the locations (at vendor’s site) as mutually agreed upon before the Commissioning of the system, as per clause 7.12.

4.15 **Payment**

4.15.1 Payment shall be made in Indian Rupees, as per Clause 4.15.4 for Database Activity Monitoring Solution.

4.15.2 The price quoted shall be all-inclusive. Only service tax if applicable will be paid extra. No additional/extra charges, fees, expenses, taxes, levies, duties, costs, etc. will be payable, for whatever reason. No costs/expenses shall be payable extra for
traveling (including local conveyance), boarding, lodging, out-of-pocket expenses, liaison, etc. during the validity of the contract.

4.15.3 The quoted amount would be for a period of 5 year. The Bank may extend the contract for one more year on same terms and conditions at the price quoted.

4.15.4 Payment will be as follows:

1. Payment shall be released subject to the following:
2. Within one month of submission of invoice and completion of mentioned phases.
3. No additional payment apart from the tender bid value will be done under any circumstances.
4. The Bidder shall have to give cost details for each solution separately as per bill of material format. Components of cost shall be Hardware, software costs, Implementation Costs, PS services cost, AMC Costs, Operations Costs, Training Costs, and Service Costs from OEM related to Yearly health Checks etc.
5. The Training Costs and Service Costs from OEM in whatever way it is required should be factored in Bill of material.
6. The bidder has to submit the details in the following format.

<table>
<thead>
<tr>
<th>Sr</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Database Activity Monitoring Licenses, other software costs and one year warranty</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Please list out the BOM with individual item details)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>One time implementation cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Professional services for integration if required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Annual Maintenance Cost, Per Year, for 4 years (After initial warranty period of one year) Year 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year 2</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Year 3</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Year 4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Training Cost (per training) of solution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Cost of training &amp; certification for Oracle: Introduction to database security</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Yearly OEM Health Check Report (Cost Per report)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Human resource cost for onsite support for 1 Year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Human resource cost for onsite</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The following payment schedule will be followed:

**For the supply and implementation phase:**

The Cost Components of Hardware & software costs and Implementation Costs (Sr. No 1 + 2) will be clubbed and released as under :-

- 30% on delivery of all hardware, software, application, licenses and all necessary items
- 20% on seamless configuration and integration with existing bank network infrastructure and identified critical database integration
- 30% on all the databases integration and Go-live and fully operational at all location
- 20% after completion of one year of successful operation.

**For the AMC and Operation (Sr. No. 4):**

- The per year AMC /Operation Cost quoted by the Bidder should not be less than 10% of the cost of underlying Hardware/ Software.
- The AMC / Operation costs will be paid on yearly basis after end of year. This will be derived basis the yearly cost submitted as part of the commercials on demand by the Bidder in the form of Bill Invoice.
- If Bidder wants to have advance payment for AMC and Operation cost, it can be done against submission of Bank guarantee from some other Nationalized Bank of equivalent amount yearly.

**For training and Health Check Report amount will be paid per occasion.**

4.15.5 All payments shall be made net of taxes, if any i.e. Less Tax Deduction at Source (TDS).

**4.16 Prices**

4.16.1 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.
4.17 Change Orders

4.17.1 The Bank may, at any time, by a written order given to the Service provider, make changes within the general scope of the Contract in any one or more of the following:

(a) Method of shipment or packing;
(b) Place of delivery;
(c) Technical and functional specifications
(d) Services to be provided by the Supplier.

4.17.2 If any such change causes an increase or decrease in the cost of, or the time required for the Service provider’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service provider for adjustment under this clause must be asserted within thirty (30) days from the date of Service provider’s receipt of Bank’s change order.

4.18 Contract Amendments

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

4.19 Assignment

4.19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract to any third party, except with the Bank’s prior written consent.

4.20 Delays in the Supplier’s Performance

4.20.1 Delivery installation, commissioning of the Solution/Solutions and performance of Services shall be made by the bidder in accordance with the time schedule prescribed by the Bank in Clause 4.10.2.c.

4.20.2 If at any time during performance of the Contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the Solution and performance of Services, the bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder’s notice, the Bank shall evaluate the situation and may, at its discretion, extend the bidder’s time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
4.20.3 Except as provided in the above clause, a delay by the bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

4.21 Liquidated Damages

4.21.1 If the Service provider fails to deliver any or all of the Solution 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 0.5 percent per week or part thereof of contract price subject to maximum deduction of 5% of the delivered price of the delayed Solution or unperformed services for each week or part thereof of delay, until actual delivery or performance. Once the maximum deduction is reached, the Bank may consider termination of the Contract. The GST on applicable damages will be recovered from supplier.

4.22 Termination for Default

4.22.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the bidder, may terminate the Contract in whole or in part:

(a) if the bidder fails to deliver any or all of the Solution and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

or

(b) if the bidder fails to perform any other obligation(s) under the Contract.

4.22.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Solution and Services similar to those undelivered, and the bidder shall be liable to the Bank for any excess costs for such similar Solution or Services. However, the bidder shall continue performance of the Contract to the extent not terminated.

4.23 Force Majeure

4.23.1 Notwithstanding the provisions of TCC, the bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.23.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the bidder and not involving the bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the
Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

4.23.3 If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.24 Termination for Insolvency

4.24.1 The Bank may, at any time, terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

4.25 Termination for Convenience

4.25.1 The Bank, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

4.26 Resolution of Disputes

4.26.1 The Bank and the Supplier 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.

4.26.2 If, the Bank and the Supplier have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

4.26.3 The dispute resolution mechanism to be applied shall be as follows:

(a) In case of Dispute or difference arising between the Bank and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Supplier.
(b) Arbitration proceedings shall be held at Mumbai, and the language of the
arbitration proceedings and that of all documents and communications between
the parties shall be English;

(c) The decision of the majority of arbitrators shall be final and binding upon both
parties. The cost and expenses of Arbitration proceedings will be paid as
determined by the arbitral tribunal. However, the expenses incurred by each
party in connection with the preparation, presentation, etc., of its proceedings
as also the fees and expenses paid to the arbitrator appointed by such party or
on its behalf shall be borne by each party itself; and

(d) Where the value of the contract is Rs.1.00 Crore and below, the disputes or
differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator
should be appointed by agreement between the parties.

4.27 Governing Language

4.27.1 The governing language shall be English.

4.28 Applicable Law

4.28.1 The Contract shall be interpreted in accordance with the laws of the Union of
India and the Bidder shall agree to submit to the courts under whose exclusive
jurisdiction the Registered Office of the Bank falls.

4.29 Addresses for Notices

4.29.1 The following shall be the address of the Bank and Supplier.

Bank’s address for notice purposes:
Bank of India,
Risk Management Department, Information Security Cell, Head Office,
Star House 1, 3rd floor, C-5, G Block, Bandra Kurla Complex, Mumbai - 400 051
Supplier’s address for notice purposes (To be filled in by the Supplier) & share
with Bank as part of bid documents.

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4.29.2 A notice shall be effective when delivered or on effective date of the notice
whichever is later.

4.30 Taxes and Duties
4.30.1 The Supplier will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of Solution at site including incidental services and commissioning. However, GST will be paid extra.

4.30.2 Income / Corporate Taxes in India:
The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.

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

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

4.31 Supplier’s Integrity
The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

4.32 Supplier’s/Service provider’s obligations
The Supplier/Service provider is obliged to work closely with the Bank’s staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The Supplier/Service provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Supplier’s/Service provider’s negligence. The Supplier/Service provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
The Supplier/Service provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier/Service provider will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

4.33 Patent Rights/Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Solution or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

4.34 Site preparation and installation

If the solution requires installation of any equipment/services at a site other than Bank, the supplier or service provider will ensure that the data Centre is at least of Tier III type and have necessary equipment and monitoring tools for successful hosting of the solution. Bank may inspect such site and cost of such inspection will be borne by the bidder.

4.35 Installation/Commissioning of Hardware/Software

The Supplier is responsible for all unpacking and installation of Solution. The Supplier will test all hardware/system operations and accomplish all adjustments necessary for successful and continuous operation of the hardware/software at all installation sites.

The supplier shall migrate and commission the hardware, if shifting of hardware is required after installation at their own cost. However in case of shifting to any other premises, bank will bear only transportation cost.

4.36 Technical Documentation

The Technical Documentation involving detailed instruction for operation and maintenance of the hardware and software (if any) is to be delivered. The language of the documentation should be English.

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

4.38 Indemnity
The Company does hereby Indemnify the Bank, and shall keep indemnified and hold the Bank harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including reasonable attorneys' fees) and also relating to, resulting from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

(a) Any negligent act and / or omission and /or fraudulent activity of the company or its employees, or agents and /or;
(b) A negligent act , omission and/or fraudulent activity adjudicated by a competent court of jurisdiction/ Arbitrator appointed by the parties under this agreement against the Company, its employees, its agents, sub-contractors in the performance of the obligations of the Company under this Agreement and / or
(c) Claims against the Bank and/or any legal proceedings made by any third party/ies or employees or other persons who are deployed by the Company and/or by any statutory/regulatory/ govt. authority under this agreement and / or
(d) Breach of any of the term of this Agreement and/or its Annexures or breach of any representation or warranty of the Company under this Agreement, or
(e) Violation of the Confidentiality obligations by the Company and/or its officials/employees or any other person employed by them in connection with the Contract.
(f) Breach of any of the terms of this agreement by their subcontractors, if subcontracting of any part of this agreement is permitted by Bank in writing.
(g) The Software/Deliverables supplied not being properly licensed one and/or
(h) Any breach of IPR violations by the Company on material if any supplied by Company.
(i) Any fraud committed by the Company/ its employees/ agents
(j) The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever.

4.39 Terms and Conditions
Page 41 of 110
• Vendor will provide full online support for Database Activity Monitoring Solution as & when required by the Bank.
• Bank will get Database Activity Monitoring Solution version/software/firmware/ up gradation under the said warranty/AMC & Bank will not pay any charges other than above AMC charges.
• All the updates & upgrades will be provided proactively and free of cost by vendor during AMC period.
• During AMC period, if any problem occurs and call is logged as per escalation matrix, same must be solved / responded within 4 hours.
• Vendor will be solely responsible for getting Database Activity Monitoring Solution Version up gradation and patching with required media & accessories.
• 24*7*365 premium support will be given by vendor for all required locations of Bank.
• At the time of outbreak or emergency problem at local as well as outstation locations of Bank, vendor will give onsite support within 4 hours from the call logging.
• Vendor should confirm that the Database Activity Monitoring Solution installed, License Count & License type supplied to Bank is legally valid as per Licensing policy.
• Vendor has to migrate existing DAM solution data\logs to new proposed solution
• In case bank provides VM with OS license, bidder needs to manage it i.e. hardening, patching and other audit and security requirement must be comply by the bidder only
• Vendor should confirm time to time all information regarding expiry of validity of licenses in order to renew or revalidate the same.
• Confidentiality of the Bank's setup must be maintained by vendor.
• Onsite Engineer must have 2 years of experience on proposed solution and adequate knowledge for handling the solutions of support & services for Database Activity Monitoring Solution.
• All Database Activity Monitoring Solution updates, upgrades, patches will be supplied with in warranty/AMC charges. No separate charges will be applicable for the same. Vendor will complete any implementation of product updates, upgrades, patches etc.
• In addition to Operations Management of their own solutions, the service provider will be responsible for closure of findings of VAPT, Hardening, SCD review and audits conducted by the Bank on solutions. It will include support for base operating system and database also.
• Vendor will be bound to Bank’s CISP and will adhere with all its related compliance
• Activities required for renewal process of Database Activity Monitoring Solution Support Services will be carried out by vendor. Renewal process will be solely responsibility of vendor.
• The implementation should be overseen and handhold by the OEM vendor directly.
• Vendor will integrate of new database whenever required by bank.
• Post completion of the contract/ or in the event of early termination, the Bidder is expected to provide support for transition of the services to the nominated members of the bank (or) to a third party nominated by the Bank.
• In case of termination of contract / end of contract period, Bidder has to provide extended services till supply of next solution/ till 1 year, with same terms and conditions.
PART 5: TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)
(To be included in the Technical Bids duly completed and with comments)

The solution should be capable of providing the following at a minimum.

The Bank’s business objectives in striving to offer innovative products and superior service; the Bank intends to implement a robust Database Activity Monitoring Solution.

After the technical evaluation of the bids submitted by the Service Provider, Bank’s team may visit the service providers support site to verify the credentials conformity to the RFP requirement.

The responsibility of the successful bidder, hereinafter referred to as Supplier/Service provider will include, inter alia,

1. **Technical Specs:**

Interested Bidders who are dealing in Database Activity Monitoring Solution and meeting the following technical specification may respond to this RFP. These features will be part of scope of work. For each technical specification necessary evidence must be submitted.

<table>
<thead>
<tr>
<th></th>
<th>Industry Certifications and Evaluations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The proposed software must be latest but stable solution and must not be END OF LIFE/END OF SUPPORT/END OF ENGINEERING SUPPORT (which includes all kind of support viz. Software) till next five years from the contract start date or till the contract validity.</td>
</tr>
<tr>
<td>1.1</td>
<td>If Proposed software/OS becomes End Of Life during said contract period, OEM should continue to provide at least latest software and signature updates till the contract is valid or SI will provide software/OS without any additional cost to the Bank.</td>
</tr>
<tr>
<td>1.2</td>
<td>The SI/OEM should not be currently blacklisted by any Central/State Govt. dept. /Public Sector/NPCI/IBA/RBI/SEBI or any other regulatory bodies Unit. (Certificate from the Chief Executive / Authorized Officer of Company).</td>
</tr>
<tr>
<td>1.3</td>
<td>The Solution should meet PCI DSS Compliance as per PCI DSS requirement.</td>
</tr>
<tr>
<td>1.4</td>
<td>The Solution should meet regulatory compliance such as SOX, PCI DSS, Data Privacy Law, GDPR etc.</td>
</tr>
<tr>
<td>2</td>
<td>Architecture and Performance</td>
</tr>
<tr>
<td>2.1</td>
<td>The proposed DAM solution should be able to monitor in scope database without dropping any log.</td>
</tr>
<tr>
<td>2.2</td>
<td>DAM solution should not be deployed in-line mode i.e. if DAM is unavailable it should not impact database functionality</td>
</tr>
<tr>
<td>Section</td>
<td>Requirement</td>
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<tr>
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<td>-------------</td>
</tr>
<tr>
<td>2.3</td>
<td>The Proposed Solution should support redundancy at DC and similar at DR. i.e. if an server goes down another will collect logs and start monitoring.</td>
</tr>
<tr>
<td>2.4</td>
<td>The Solution should be provided with log storage and backup\restoration solution. Which included 3 months on server, 1 year on secondary storage and 10 years on tape. Tapes must be provided by bidder only.</td>
</tr>
<tr>
<td>2.5</td>
<td>The entire solution must be centrally manageable via single console for both DC &amp; DR for day to day operations. Reporting, policy creation, alerts management, DB protection configuration etc. must be managed from the management server. The solution must allow the user to use a standard browser to access the management UI.</td>
</tr>
<tr>
<td>2.6</td>
<td>Management should also be in failover setup, i.e. if primary console goes down secondary at disaster recovery site should start controlling all the gateways.</td>
</tr>
<tr>
<td>2.7</td>
<td>When scaling the solution, the solution must support a scale-out approach by having only to add more gateways as needed.</td>
</tr>
<tr>
<td>2.8</td>
<td>The solution should provide optimum utilization of resources by using Load balancing between its devices, if it is using multiple boxes\gateways</td>
</tr>
<tr>
<td>2.9</td>
<td>The product should comply and support IPv4 and IPv6 both and should support IPv6 ALG and NAT64</td>
</tr>
<tr>
<td>2.10</td>
<td>The solution must have temper-proof log storage capability</td>
</tr>
<tr>
<td>2.11</td>
<td>The proposed solution required monitoring should be delivered while solution is enabled and in blocking mode</td>
</tr>
</tbody>
</table>

### 3 Security Requirements

<table>
<thead>
<tr>
<th>Section</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>The solution should support dynamic redaction for privileged user thus certain fields such as Aadhaar number, credit card number could be easily hidden from the privileged DBA’s</td>
</tr>
<tr>
<td>3.2</td>
<td>Solution should continuously learn the user and application behavior in respect of accessing database. Learning should be a continuous process and should not stop after a certain stage.</td>
</tr>
<tr>
<td>3.3</td>
<td>Solution should provide risk score of individual databases, based on combination of security alerts, discovery results, vulnerability assessment, sensitivity &amp; confidentiality of data stored in the database.</td>
</tr>
<tr>
<td>3.4</td>
<td>Solution must monitor privileged user access or local SQL activity that does not cross the network such as Bequeath, IPC, Shared Memory, or Named Pipes</td>
</tr>
</tbody>
</table>
| 3.5     | DAM solution should identify abnormal server and user behavior and providing early detection of possible attacks using outliers. For example: 
- User accessing a table for the first time 
- User selecting specific data in a table that he has never selected before
- Exceptional volume of errors. 
- Activity that itself is not unusual, but its volume is unusual 
- Activity that itself is not unusual, but the time of activity is unusual. |
| 3.6     | Solution must support filtering/hiding of the bind variables of all the sql activities captured |
### 3.7 The solution should not store sensitive data in plain text in logs generated by the application (e.g. passwords)

### 3.8 Logs and audit-trail generated by the solution should not be editable by users\administrator and should be read-only

### 3.9 The Proposed Solution should support automatic updates to the signature database and based on global threat intelligence, ensuring complete protection against the latest threats.

### 3.10 The Proposed Solution should support custom security rules. Administrators should be able to define rules for the positive or negative security model and to create correlation rules with multiple criteria.

### 3.11 The solution must be able to perform content scanning for regular expression and patterns and should monitor nested queries

### 3.12 Solution should be able to monitor and handle obfuscated statement

### 3.13 Communication from Agent to management server must be encrypted

### 3.14 Solution must be able to monitor database which run on non-standard port

### 3.15 Solution should be able to auto classify the database/database-objects based on sensitivity and confidentiality of data based on PII, SPDI, PCIDSS guidelines or customized parameters.

### 3.16 The solution should be capable of auto discovering sensitive/confidential data, like credit card nos. Aadhaar or any PII in the database and offers the ability for customization. The solution should be capable of auto discovering sensitive/confidential data, like credit card nos. Aadhaar or any PII in the database and offers the ability for customization.

### 3.17 The solution should be able to auto discover privilege users in the database and should support user entitlement reviews on database accounts

### 3.18 The solution should be able to auto discover default passwords in the default DB accounts

### 3.19 Solution track the dormant accounts as per defined-rule.

### 3.20 The solution should inspect both in-coming and out-going DB traffic, compare with the rules and generate alert.

### 3.21 Solution should detect attacks on network protocols, operating systems, as well as application layer DB activity.

### 3.22 Solution should capture and analyse all database activity, from both application user and privileged user accounts, providing detailed audit trails that shows the “Who, What, When, Where, and How” of each transaction.

### 3.23 Solution should detect attacks attempting to exploit known vulnerabilities as well as common threat vectors and can be configured to issue an alert and\or terminate the session in real time

### 3.24 The solution should discover misconfigurations in the database and its platform and suggest remedial measures.

### 3.25 The solution should be capable of reporting missing patches and report the details of such patches and vulnerabilities associated with.

### 3.26 The solution should be able to virtually patch the know vulnerabilities automatically till a patch is installed for the same.
3.27 Solution should have capability to track execution of stored procedures, including who executed a procedure, what procedure name and when, which tables were accessed.

3.28 Solution should also able to detect any change happens in stored procedure

3.29 Solution should have capability to monitor local access & encrypted connections (Oracle ASO, SSL, IPSec etc.)

3.30 The solution should provide full details needed for analysis of audited events: date and time, raw SQL, parameters used, end user name, source IP, source application, destination database instance, schema DB objects affected, command details, results generated, values affected etc. should be capable of capturing and reporting at a very granular level.

3.31 The solution should provide facilities for scheduling of reports with respect to time, type of activity, nature of event, violation of specific rules, user, source of origin, DB instance etc.

3.32 Ability to mask or obfuscate Sensitive data in the result sets to the user.

3.33 The solution support creation of different type of security and audit policies such as rule, report based on heuristic and content based. These policies should support customization.

3.34 Ability to kill sessions for accessing sensitive data/policy violations and keeping all activity in the logs

3.35 The should be capable of blocking access real time, execution of commands which violate the rules/policies, store the events securely and report the same in real time.

4 Deployment and Operational Requirements

4.1 The Proposed Solution should support Monitoring Mode and blocking Mode of Deployment.
In monitoring mode, solution can generate alerts for unauthorized activity.
In blocking mode, solution must proactively block the queries including blocking of matching signatures for known attacks like SQL injection.

4.2 The solution should support installation of agents, update of agents, pushing upgrades, agent patch updates, configurations updates, policy updates, start/stop/restart etc at all the databases from management server centrally.

4.3 There should be no down-time of the OS or database for deployment of agents.

4.4 The agent should not require a reboot of OS and DB after installation/configuration. Only one agent to be installed, no third party agents permitted. All agents regardless of deployment mode should be managed from the centralized management console.

4.5 In case of AIX platform only DB restart is allowed.

4.6 If the agent mal-functions or uninstalled or disabled on server, immediate alert to be issued.

4.7 If the communication between agent and the console is lost, immediate alert to be issued.

4.8 The solution should not use the native database audit functionality. The Solution should not employ native database transaction log auditing.
### 4.9 The solution should be able to support/monitor all database activities in OSs like AIX, UNIX, HP UNIX, Linux, Solaris, Windows and Databases like Oracle, MS-SQL, MySQL, postgress at a minimum.

### 4.10 DAM solution should support integration with the Big Data platform and Data warehouse such as Exadata etc.

### 4.11 The proposed solution should be able to consume data, collected and stored by existing DAM solution.

### 4.12 The solution should not use any 3rd Party software/support for any purpose.

### 4.13 The solution should provide information of DB links and should have capability to monitor the activity of DB links.

### 4.14 The solution should generate alert for any violation of security policy real time.

### 4.15 All the reports should be generated within 60 seconds.

### 4.16 The solution should discover all the databases with details i.e. IP, type, OS available in the bank network.

### 4.17 The solution should also discover if any new database and DB objects created within the monitored network/systems.

### 4.18 The solution must allow administrators to add and modify policies.

### 4.19 The solution should support proxy (trend micro) for internet connectivity i.e to update signatures it should use proxy.

### 4.20 The solution should log the actual client IP.

### 4.21 The solution should auto profile the activities to filter noise or known false positives and should generate alert if any violation.

### 4.22 The solution support individual user access auditing for packaged applications, like SAP, PeopleSoft.

### 4.23 Separate policies should be applied for different databases configured in DAM.

### 4.24 The solution should have pre-built templates for well-known security and audit policies.

### 4.25 Bank’s all databases are to be integrated without any limitation on the number of databases. Solution should support the deployment modes i.e. monitoring \ blocking separately for each database.

### 4.26 The resource overhead (hardware, software) for the agent should not exceed 5% of the normal requirement of the CPU. There should be only one agent.

### 4.27 The solution should provide CPU, RAM, disk capping capabilities on agent-based solution.

### 4.28 The solution should have capability to facilitate rule creation at a very granular level. Example: Which user can connect from which source, access what objects, have which rights, at what time window etc.

### 4.29 Rules also should allow blocking access depending upon different parameters like above.

<table>
<thead>
<tr>
<th>5</th>
<th>Integration</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>DAM solution Vulnerability reports could be imported on a SIEM \ security center (VM) solution for providing a centralized vulnerability platform</td>
</tr>
</tbody>
</table>
5.2 OEM should provide support for Integration with arcos\ CyberArc Privilege Identity Management solution to provide actual IP instead of PIM server IP, free of cost.

5.3 Proposed solution must also integrate with leading SIEM i.e. IBM and should send full request needed by SIEM for correlation

5.4 DAM solution should have option to filter the events before sending to SIEM

5.5 The solution should be able to integrate with incident management tool

5.6 The solution should also support sending of logs in CEF standard

6 Administration and Management

6.1 The Proposed Solution should include a Web based single administration interface.

6.2 The Proposed solution should have an out-of-band management capability.

6.3 The Proposed Solution should be managed centrally for Both DC & DR Setup.

6.4 Management solution should be capable to manage all the proposed gateways, up to 20 gateway at minimum

6.5 Management solution should support Role-Based Access Control or multiple user roles that facilitate separation of duties. i.e. Administrator (Super-User), Manager, read only etc.

6.6 The solution should support the following authentication mechanism for accessing the solution

- In-built authentication in the solution
- Kerberos authentication
- LDAP\ AD authentication
- RADIUS authentication

6.7 The solution must be able to operate in FIPS (Federal Information Processing Standard) 140-2 compliance mode.

6.8 Bank should be able to deploy or remove the DAM solution from the network with no impact on the existing databases or the network architecture.

7 Reporting

7.1 Support proper reporting and logging facilities.

7.2 Should be able to report events and alerts via standard mechanisms, for example, to a syslog or SNMP server or a SIEM solution.

7.3 The solution must support the creation of custom log messages and provide system variable placeholders mechanism to make this use case possible. For example, the Username placeholder looks like (${Alert.username})

7.4 The solution must support generation/ both predefined as well as custom built reports as per Bank’s requirements with both tabular views, pdf and data analysis graphical views.

7.5 The solution should have easy option to customize report without developing or require lot of customization/changes from scratch

7.6 Alert should be generated in case of violation of rules through SMTP (mail).

7.7 The solution should be able to schedule and distribute the reports on demand.
<table>
<thead>
<tr>
<th>7.8</th>
<th>The solution should be able to generate the reports in HTML, PDF, Excel formats</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8</strong></td>
<td><strong>Support</strong></td>
</tr>
<tr>
<td>8.1</td>
<td>The Proposed DAM Solution should be provided with Ongoing Software Upgrades for all major and minor releases during the completion of project</td>
</tr>
<tr>
<td>8.2</td>
<td>OEM should have a Technical Assistance Center (TAC) which Follow the Sun Model with toll free numbers</td>
</tr>
<tr>
<td>8.3</td>
<td>The Support should be of production/Enterprise support level. For Highest Priority Calls (P1 – Calls), response to be provided by OEM within 15 minutes. The Expected resolution Time is 4 hours (maximum).</td>
</tr>
<tr>
<td>8.4</td>
<td>OEM should have Support Centers / Service Center in India or 24x7x365 TAC Support with India specific Toll-free number.</td>
</tr>
<tr>
<td>8.5</td>
<td>OEM Certified Training for three Bank employees each time after implementation &amp; in 2nd &amp; 4th year of operation</td>
</tr>
<tr>
<td>8.6</td>
<td>Training and certification for Oracle: Introduction to database security for 10 employees in first year</td>
</tr>
</tbody>
</table>
PART 6: BID FORM, PRICE SCHEDULES AND OTHER FORMATS (BF)

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FORMAT NUMBERS

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   6.1.1 Bid Form (Technical)
   6.1.2 Bid Form (Price)

6.2 Non-Disclosure Agreement

6.3 Price Schedule

6.4 Bid Security Form

6.5 Contract Form

6.6 Performance Security Form

6.7 Bank Guarantee Form for Advance Payment

6.8 Manufacturer’s Authorization Form

6.9 Certificate for Successful Commissioning

6.10 Organisationnel Profile

6.11 Service Support Details

6.12 Bank Guarantee against Annual Maintenance


6.14
FORMAT – 6.1.1

BID FORM (TECHNICAL BID)
(To be included in Technical Bid Envelope)

Date: ..............................

To:

Bank of India,
Risk Management Department,
4th Floor,
Star House,
C-5, G-Block, Bandra Kurla Complex
Bandra (East), Mumbai-400 051.

Gentlemen:

Re.: Database Activity Monitoring solution
(Your RFP Ref: *******
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, to in Database Activity Monitoring solution conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to deliver, install and commission the Solution in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ....... day of ............................ 2019.
Request for Proposal For Database Activity Monitoring (DAM)

(Signature)  (Name)  (In the capacity of)

Duly authorized to sign Bid for and on behalf of ____________________________________
FORMAT – 6.1.2
PROPOSAL FORM (PRICE PROPOSAL)
(To be included in Price Proposal Envelope)

To:
Bank of India, Head Office,
Risk Management Department,
Information Security Cell,
Star House 1, 3rd Floor,
C-5, G-Block, Bandra Kurla Complex
Bandra (East), Mumbai-400 051.

Gentlemen:

Re.: Database Activity Monitoring solution
Your RFP Ref: ****

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Database Activity Monitoring solution, in conformity with the said Bidding documents for the sum of ...................………….. (Total Proposal amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to deliver, install and commission the system, in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by the Proposal and the rates quoted therein for the orders awarded by the Bank.

Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand that you are not bound to accept the lowest or any Proposal you may receive.

Dated this ....... day of ......................... 2019.

_________________________________  _____________________________
(signature)                      (in the capacity of)

Duly authorized to sign Proposal for and on behalf of ________________________________
FORMAT 6.2
NON-DISCLOSURE AGREEMENT

WHEREAS, we, ________________________________, having Registered Office at ________________________________, hereinafter referred to as the COMPANY, are agreeable to Database Activity Monitoring solution for Bank of India, having its registered office at Star House, C-5, G Block, Bandra Kurla Complex, Mumbai – 400 051, hereinafter referred to as the BANK and,

WHEREAS, the COMPANY understands that the information regarding the Bank’s web site shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer to Database Activity Monitoring solution and Services and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK’s property/information

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written Authorization to do so;

The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK to Database Activity Monitoring solution, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK

The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorized Signatory

Name:

Designation:

Place:

Date:

Office Seal:
**FORMAT – 6.3**

**Your RFP Ref:** ****

**Price Schedule**

**Part I**

The Bill of material in the same below mentioned format without price details to be submitted in Technical Bid.

**Part II**

(Include in Price Bid Only – Not to be included in Technical Bid)

However one copy without price details to be given in Technical Bid

Amount in Rs.

<table>
<thead>
<tr>
<th>Sr</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Database Activity Monitoring Licenses, Hardware &amp; software costs and one year warranty</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Please list out the BOM with individual item details)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>One time implementation cost</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Sub Total**

<table>
<thead>
<tr>
<th>Sr</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Professional services for integration if required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Annual Maintenance Cost, Per Year, for 4 years (After initial warranty period of one year) Year 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year 2</td>
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<td></td>
<td>Year 3</td>
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<td></td>
<td>Year 4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Training Cost (per training) of solution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Cost of training &amp; certification for Oracle: Introduction to database security</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>7</td>
<td>Yearly OEM Health Check Report (Cost Per report)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Human resource cost for onsite support for 1 Year</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Human resource cost for onsite support for 2nd Year</td>
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<tr>
<td></td>
<td>Human resource cost for onsite support for 3rd Year</td>
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<tr>
<td></td>
<td>Human resource cost for onsite support for 4th Year</td>
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<tr>
<td></td>
<td>Human resource cost for onsite support for 5th Year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Any Other Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total**

**Important Notes:**

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1. The bidder has to furnish the hardware requirements, if any along with the technical bids.
2. The Bidder should give Software licenses and any other costs etc required for this project with detailed technical specifications.
3. The cost of solution should be made in Indian Rupees only.
4. Annual maintenance charges should be for four years after warranty period of one year should be quoted in the price schedule.
5. All the Bidders are requested to please note that the Grand Total will be adopted for evaluating the lowest quoted vendor (L1).
6. The price quoted shall be all-inclusive. Only service tax if applicable will be paid extra.
7. Bank reserves the right to request the vendor to pass on the benefit accruing from, to Bank. The bidder shall pass on the benefit of any discounts/downward revision of prices and taxes, if any announced by TRAI or other authorities during any period in respect of orders placed during that period.

Signature of Bidder-----------------------------
Name---------------------------------------------
Business address-----------------------------

Place:                                      Date:
FORMAT 6.4
BID SECURITY FORM

To,
Bank of India,
Risk Management Department, InfoSec Cell
Star House, Bandra-Kurla Complex, Mumbai - 400051

Whereas Bank of India, having its Head Office at Star House, Bandra-Kurla Complex, Mumbai - 400051 (here in after called "BOI") has floated a tender for………..and one of the terms of the said tender is that the bidders shall deposit a BID Security amount of Rs……….Bank has agreed to exempt M/s ………………. (herein after called "the said Vendor"), from deposit of said amount on production of Bank Guarantee for Rs`……………………. (Rupees ………………………..) only) from a reputed Bank.

In consideration of above, We, …………….<issuance branch address (hereinafter referred to as "the Bank") at the request of M/s………. the Vendor do hereby irrevocably and unconditionally undertake to pay to BOI, Department of Risk Management, Head Office, an amount not exceeding Rs`…………………… against any loss or damage caused to or suffered or would be caused to or suffered by BOI by reason of any breach by the said Vendor of any of the terms or conditions contained in the said Tender document including failure to execute/enter into the contract within the stipulated time frame. .

We, the Bank………….do hereby irrevocably and unconditionally undertake to pay BOI any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any Court or Tribunal relating thereto, and our liability under this present contract being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.

We hereby irrevocably and unconditionally undertake to pay BOI any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any Court or Tribunal relating thereto, and our liability under this present contract being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.

We, the Bank further undertake and agree that the guarantee herein contained shall be a Continuing Guarantee and shall remain in full force and effect during the period that would be taken for the performance of the terms of said Tender and that it shall continue to be enforceable till BOI certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Vendor and accordingly discharges this guarantee.

We, the Bank hereby irrevocably and unconditionally and further endorse and agree with BOI that BOI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend time of performance by the said Vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by BOI
against the said Vendor and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor or for any forbearance, act of omission on the part of BOI or any indulgence by BOI to the said Vendor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

Notwithstanding anything contained herein above;

   a. our liability under this guarantee shall not exceed Rs ........................../-
      (Rupees ........................)
   b. this Bank Guarantee shall be valid and remain in force from <issuance date> to
      <expiry date>
   c. we are fully 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
      not less than 1 year from the date of expiry of Guarantee Period<claim date>

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor or BOI.

We, the Bank further undertake not to revoke this guarantee during its currency except with the previous consent of BOI in writing.

This guarantee can be verified at the controlling office of the Bank as under:-

Dated on this..............day of.......... 

Signature.....................................
Name of the Officer.................... (In Blockcapitals)

Designation of the Office code No.............

Name of the Bank and branch................Address
Address of the Controlling Office of the Bank
.................................................................................. 
..................................................................................
..................................................................................

Note: Presence of restrictive clauses in the Bid Security Form such as suit filed clause/clause requiring the Purchaser to initiate action to enforce the claim etc., will render the Bid non-responsive.
FORMAT 6.5

CONTRACT FORM

THIS AGREEMENT made the .......day of.................................., 20... Between ...........................................(Name of Purchaser) (hereinafter called "the Purchaser") of the one part and ...........................................(Name of Supplier) of ...................................... (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited Bids for certain Solution and services viz., .................................... (Brief Description of Solution and Services) and has accepted a Bid by the Supplier for the supply of those Solution and services in the sum of ...................................... (Contract Price in Words and Figures) (hereinafter called"the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents of RFP No: ****** shall be deemed to form and be read and construed as part of this Agreement, viz.:
   a) the Bid Form and the Price Schedule submitted by the Bidder;
   b) the Technical & Functional Specifications;
   c) the Terms and Conditions of Contract;
   d) the Purchaser's Notification of Award;
   e) Schedule of Dates, Amounts etc. (SDA)

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said .......................................................... (For the Purchaser)

in the presence of:..............................................

Signed, Sealed and Delivered by the

said .......................................................... (For the Supplier)

in the presence of:..............................................
FORMAT 6.6
PERFORMANCE SECURITY FORM

To,
Bank of India,
Risk Management Department, InfoSec Cell,
Star House, Bandra-Kurla Complex, Mumbai - 400051

Whereas Bank of India, having its Head Office at Star House, Bandra-Kurla Complex, Mumbai - 400051 (here in after called “BOI”) has awarded contract of……………to M/…………..(herein after called “the said Vendor”) and under the terms and conditions of the Tender No…………………………………………………………………………………………..dated…………….(hereinafter called “the tender”) and Service level agreement (SLA) Ref. No.……………… made between BOI and the vendor. The vendor is required to submit a Performance Bank Guarantee for an amount of Rs………from a reputed Bank for securing the due fulfillment of the terms and conditions contained in the said Tender.

Whereas the Vendor has requested us to issue such Bank guarantee and in consideration of the award of the Contract to the vendor. We, <issuance branch address> (hereinafter referred to as “the Bank”) at the request of M/s……… the Vendor do hereby undertake to pay to BOI, Department of Risk Management, Head Office, an amount not exceeding Rs……………… against any loss or damage caused to or suffered or would be caused to or suffered by BOI by reason of any breach or non-performance by the said Vendor of any of the terms or conditions contained in the said Tender/contract.

We, the bank…………..do hereby irrevocably and unconditionally undertake to pay the amount due and payable under this Guarantee forthwith without any demur/protest, on a mere written demand by BOI for any loss or damage caused to or would be caused to or suffered by BOI by reason of breach by the said Vendor of any of the terms or conditions contained in the said contract or by reason of the Vendor’s failure to perform the terms of the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, without need for BOI to prove the same.

We hereby irrevocably and unconditionally undertake to pay BOI any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any Court or Tribunal relating thereto, and our liability under this present contract being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.

We, the Bank further undertake, endorse and agree that the guarantee herein contained shall be a Continuing Guarantee and shall remain in full force and effect during the period that would be taken for the performance of the terms of said Tender and that it shall continue to be enforceable till BOI certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Vendor and accordingly discharges this guarantee.
We, the Bank hereby irrevocably and unconditionally undertake and further agree with BOI that BOI shall have the fullest liberty and discretion without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend time of performance by the said Vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by BOI against the said Vendor and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor or for any forbearance, act of omission on the part of BOI or any indulgence by BOI to the said Vendor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

Notwithstanding anything contained herein above;

a. our liability under this guarantee shall not exceed Rs......................... /- (Rupees ..................)

b. this Bank Guarantee shall be valid and remain in force from <issuance date> to <expiry date>

c. we are fully 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 ............... (not less than 1 year from the date of expiry of Guarantee Period)<claim date>

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor or BOI.

We, the Bank further undertake not to revoke this guarantee during its currency except with the previous consent of BOI in writing.

This guarantee can be verified at the controlling office of our Bank as under:

Dated on this.................day of

Signature.....................................
Name of the Officer.................... (In Block capitals)

Designation of the Office code No.............

Name of the Bank and branch....................Address
Address of the Controlling Office of the Bank
........................................................................................................
........................................................................................................
........................................................................................................
FORMAT 6.7
BANK GUARANTEE FOR ADVANCE PAYMENT

To,
Bank of India, Head Office
Risk Management Department, InfoSec Cell,
Star House 1, Bandra-Kurla Complex, Mumbai - 400051

Whereas Bank of India having its Head Office at Star House, Bandra-Kurla Complex, Mumbai - 400051 has awarded contract of ........................to M/s __________ (herein after called the “Vendor”), and under the terms and conditions of the Tender No dated ………………… (hereinafter called “the tender”) and Service level agreement (SLA) Ref. No……………………… dated …………………made between BOI and the vendor, The vendor is required to submit an advance payment guarantee for an amount of Rs……………… from a reputed Bank for securing Advance Payment the due fulfilment of the terms and conditions contained in the said Tender as well as security for the repayment of Advance Payment paid or to be paid by BOI to the Vendor,

Whereas the Vendor has requested us to issue such Bank guarantee an in consideration of the award of the Contract to the Vendor (hereinafter referred to as “the Bank”) at the request of M/s ................................................., the Vendor do hereby irrevocably and unconditionally undertake to pay to BOI, Department of Risk Management, Head Office, an amount not exceeding Rs……………… against any loss or damage caused to or suffered or would be caused to or suffered by BOI by reason of any breach by the said Vendor of any of the terms or conditions contained in the said Tender/contract including failure of the Vendor to refund the Advance Payment.

We, the Bank ...............do hereby irrevocably and unconditionally undertake to pay the amount due and payable under this Guarantee forthwith without any demur/protest, on a mere written demand by BOI for any loss or damage caused to or would be caused to or suffered by BOI by reason of breach by the said Vendor of any of the terms or conditions contained in the said contract or by reason of the Vendor’s failure to perform the terms of the said contract or failure by the Vendor to refund the Advance Payment. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, without need for BOI to prove the same.

We hereby irrevocably and unconditionally undertake to pay BOI any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any Court or Tribunal relating thereto, and our liability under this present contract being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.

We, the Bank further irrevocably and unconditionally undertake and endorse and agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the terms of said Tender and that it shall continue to
be enforceable till BOI certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Vendor and accordingly discharges this guarantee.

We, the Bank hereby irrevocably and unconditionally and further agree with BOI that BOI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend time of performance by the said Vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by BOI against the said Vendor and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor or for any forbearance, act of omission on the part of BOI or any indulgence by BOI to the said Vendor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

Notwithstanding anything contained herein above;

our liability under this guarantee shall not exceed Rs ....................../- (Rupees ..................)
this Bank Guarantee shall be valid and remain in force from <issuance date> to <expiry date>
we are fully 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 not less than 1 year from the date of expiry of Guarantee Period <claim date>

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor or BOI.

We, the Bank............. further undertake not to revoke this guarantee during its currency except with the previous consent of BOI in writing.
This guarantee can be verified at the Controlling Office of the Bank under:-

________________________
Dated on this ............day of............

Signature........................................
Name of the Officer............... (In Blockcapitals)

Designation of the Office code No.............

Name of the Bank and branch...............Address
Address of the Controlling Office of the Bank

..............................................

* An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.
FORMAT 6.8

MANUFACTURERS’/PRODUCERS’ AUTHORIZATION FORM

No. Date:

To:

Dear Sir:

Ref: Your RFP Ref: ****

We who are established and reputable manufacturers / producers of ________________ having factories / development facilities at (address of factory / facility) do hereby authorize M/s ________________ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and Contract for the Solution, Solution and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Solution manufactured or distributed by the Supplier:

(a) Such Solution as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any Contract obligations under the Contract; and

(b) in the event of termination of production of such Solution:

advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Solution, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its Bid.
FORMAT 6.9

PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER
AFTER SUCCESSFUL COMMISSIONING OF THE SOLUTION

No. Date:

M/s.

Sub: Certificate of commissioning of Solution

1. This is to certify that the Solution / equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

   a) Contract No. ________________ dated __________________ __

   b) Description of the Solution ________________________________

   c) Quantity ________________________________ __

   d) Date of commissioning and proving test ________________

2. Details of Solution not yet supplied and recoveries to be made on that account:

   S.No. Description Amount to be recovered

3. the proving test has been done to our entire satisfaction and Staff have been trained to operate the Product.

4. The Supplier has fulfilled his contractual obligations satisfactorily*
   or
   The Supplier has failed to fulfil his contractual obligations with regard to the following:
   
   (a) ________________________________

   (b) ________________________________

   (c) ________________________________

   (d) ________________________________
5. The amount of recovery on account of non-supply of Solution is given under Para No. 2.

6. The amount of recovery on account of failure of the Supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _______________________

Name _______________________

Designation with stamp _______________________

* Explanatory notes for filling up the certificates:

(a) The supplier has adhered to the time schedule specified in the contract in dispatching the Solution / Manuals pursuant to Technical Specifications.

(b) The supplier has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.

(c) Training of personnel has been done by the Supplier as specified in the contract.

(d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Supplier, the extent of delay should always be mentioned.

**********
**FORMAT 6.10**

**ORGANISATIONAL PROFILE**

(Include in Technical Proposal Only – Not to be included in Price Proposal)

<table>
<thead>
<tr>
<th>CONSTITUTION</th>
<th>:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proprietary</td>
<td></td>
</tr>
<tr>
<td>2. Partnership</td>
<td></td>
</tr>
<tr>
<td>3. Private Ltd.</td>
<td></td>
</tr>
<tr>
<td>4. Public Ltd.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Established since Commercial Production of the solution on Offer started since</th>
<th>:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address of Registered Office</th>
<th>:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>:</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Software Producer / Developer (Principal)</td>
<td></td>
</tr>
<tr>
<td>ii. Hardware Manufacturer (Principal)</td>
<td></td>
</tr>
<tr>
<td>iii. System Integrator / Solution Provider (Third-party)</td>
<td></td>
</tr>
<tr>
<td>iv. Any Other (please specify)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If Consortium, then specify name of members</th>
<th>:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone Nos. (with STD Codes)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Names of Proprietor/Partners/ Directors</th>
<th>:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Engineers familiar with the solution being offered</th>
<th>:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Total Employees</th>
<th>:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Solution being offered, sold so far to:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchaser, with full address and Details of contact person (Phone, Fax and E-Mail)</td>
<td></td>
</tr>
<tr>
<td>Module s in Use</td>
<td>Date of Sale</td>
</tr>
<tr>
<td>-----------------</td>
<td>-------------</td>
</tr>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

Note: Please support the above facts with documentary evidence. Please also attach: Income-Tax Clearance Certificate (latest) Referral Letters from Clients mentioned above

<table>
<thead>
<tr>
<th>Signature of Bidder: ____________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: _____________________________</td>
</tr>
<tr>
<td>Business address: ____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Place</th>
<th>Date:</th>
</tr>
</thead>
</table>

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## FORMAT 6.11

**Business Address:** ______________________

**Place**

**Date:**

### Service Support Details Form

<table>
<thead>
<tr>
<th>City / Location</th>
<th>Postal Address, Telephone, Fax, E-Mail and Contact Details of Support Personnel</th>
<th>Office Working Hours (Please mention whether the Support Agency is Owned or Franchisee arrangement)</th>
<th>Number of Software Engineers capable of supporting the Software being offered</th>
<th>Owned or Franchisee</th>
</tr>
</thead>
</table>
FORMAT 6.12

FORMAT FOR BANK GUARANTEE AGAINST ADVANCE ANNUAL MAINTENANCE
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Bank Guarantee No.: .................................................... Date:.................................

To.......................................................... (Name of the Purchaser)

Whereas .............................................. (Name of the Supplier) hereinafter called "the Supplier"
has undertaken, in pursuance of contract No.................. dated............. to supply
.......................................................... (Description of Solution and Services) hereinafter called
"the Contract".

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish
you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for
compliance with the Supplier's performance obligations under the contract for Annual
Maintenance and Repairs of the entire system including cost of spares after Contract period
for next five years.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the
Supplier, up to a total of Rs. ....................... (Amount of guarantee in words and figures) being
4% of the Contract Price and we undertake to pay you, upon your first written demand
declaring the Supplier to be in default under the contract and without cavil or argument, any
sum or sums within the limit of Rs. ....... (Amount of guarantee) as aforesaid, without your
need to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until ............... day of ................ .........

Signature and Seal of Guarantors

........................................
........................................
..................................
Date: .....................

NOTE:

1. SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE No. OF THE SIGNATORY IS PUT BY THE
   BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.

2. STAMP PAPER IS REQUIRED FOR THE BANK GUARANTEES ISSUED BY THE BANKS LOCATED
   IN INDIA.
BUSINESS RULES AND TERMS & CONDITIONS OF REVERSE AUCTION

Reverse Auction event will be carried out among the Technically Qualified Bidders, for providing opportunity to the Bidders, to quote the price dynamically, for the procurement for which RFP is floated.

A) Definitions:
   1) “Bank” means Bank of India.
   2) “Service Provider” means the third party agency / company who has been selected by the Bank for conducting Reverse Auction.
   3) “L1” means the Bidder who has quoted lowest price in the Reverse Auction process.
   4) “L2” means the Bidder who has quoted second lowest price in the Reverse Auction process.

B) Eligibility of Bidders to participate in Reverse Auction:
   1) Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reversion Auction and submit the undertakings as per Annexure-A, can only participate in Reverse Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations / amendments thereto, will be disqualified from further evaluation / participation in the process of relevant procurement.
   2) Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.

C) Training:
   1) Bank will engage the services of Service Provider to provide necessary training to representatives of all eligible Bidders for participation in Reverse Auction. All rules & procedure related to Reverse Auction will be explained during the training.
   2) Date, Time, Venue etc. of training will be advised at appropriate time.
   3) Eligible Bidder / his authorized nominee has to attend the training as per the schedule and at the specified venue at his / Bidder’s own cost.
4) No request from the Bidders for change in training schedule and/or venue will be entertained.

5) However, Bank reserves the right to postpone / change / cancel the training schedule, for whatsoever reasons, without assigning any reasons therefor, even after its communication to eligible Bidders.

6) Any Bidder not participating in the training process will do so at his own risk.

D) Reverse Auction Schedule:

1) The date and time of start of Reverse Auction and its duration of time will be informed to the eligible Bidders well in advance, at least a week before the Reverse Auction date.

2) Bank reserves the right to postpone / change / cancel the Reverse Auction event, even after its communication to Bidders, without assigning any reasons therefor.

E) Bidding Currency:

Bidding will be conducted in Indian Rupees (INR).

F) Start Price:

Bank will determine the Start Price for Reverse Auction –

1) on its own and / or;

2) evaluating the price band information called for separately from each eligible Bidder at appropriate time and / or;

3) based on the price bids received and if opened, Bank may determine the start price on the basis of the lower quote received.

G) Decremental Bid Value:

1) The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price or both whichever is higher.

2) Bidder is required to quote his bid price only at a decremented value.

3) Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4 ..... level of next available lower level.
H) Conduct of Reverse Auction event:

1) Reverse Auction will be conducted on a specific web portal, meant for this purpose, with the help of the Service Provider identified by the Bank.

2) Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.

3) Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.

a) In the event of failure of their internet connectivity (due to any reason whatsoever it may be), it is the Bidders responsibility / decision to send fax communication immediately to Service Provider, furnishing the bid price they want to bid online, with a request to upload the faxed bid price online, so that the service provider will upload that price online on behalf of the Bidder. It shall be noted clearly that the concerned Bidder, communicating this price to service provider, has to solely ensure that the fax message is received by Service Provider in a readable / legible form and also the Bidder should simultaneously check up with Service Provider over phone about the clear receipt of the bid price faxed. It shall also be clearly understood that the Bidder shall be at liberty to send such fax communications of prices to be uploaded by Service Provider only before the closure of Reverse Auction time and under no circumstances it shall be allowed beyond the closure of Reverse Auction event time. Such Bidders have to ensure that the service provider is given reasonable time by the Bidders, to upload such faxed bid prices online and if such required time is not available at the disposal of Service Provider at the time of receipt of the fax message from the Bidders, Service Provider will not be uploading the bid prices. It is to be noted that neither the Bank nor the Service Provider will be responsible for these unforeseen circumstances.

b) In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply or whatever required, so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and BANK is not responsible for such eventualities.

4) Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
5) For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each eligible Bidder, before the start of Reverse Auction event. Without this, Bidder will not be eligible to participate in the event. The format of the agreement is as per the Annexure-C.

6) Bidders name will be masked in the Reverse Auction process and will be given random dummy names by the Service Provider.

7) Bidder / his authorised representatives will be given unique Login ID & Password by Service Provider. Bidder / his authorized representative will change the Password after the receipt of initial Password from Service Provider to ensure confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the concerned Bidder / his company.

8) Reverse auction will be conducted as per English Reverse Auction with no tie, where more than one Bidder cannot have identical bid price.

9) Any bid once made by the Bidder through registered Login ID & Password, the same cannot be cancelled. The Bidder is bound to supply as per the RFP at the bid price of Reverse Auction.

10) Auto Bid is not allowed. Bank may allow Auto Bid with following rules.

   i) Bidder can take the advantage of Auto Bid facility available in Reverse Auction system. Auto Bid feature allows Bidder to place an automated bid against other Bidders in an auction by confirming to one decrement and bid without having to enter a new price each time a competing Bidder submits a new offer.

   ii) Auto Bid facility can be used by the Bidder only once. Bidder can at no point of time during the course of the Reverse Auction, revise / delete his Auto Bid price. Bidder has the facility to revise his Auto Bid value only prior to the start of the Reverse Auction event.

   iii) Only after the lowest price quoted by other Bidders is equal to or less than the minimum Auto Bid value put in the system by Auto Bid Bidder, he will get the option to manually bid.

   iv) If more than one Bidder opts for the Auto Bid facility and if the lowest price quoted by more than one in Auto Bid facility is same, then the Bidder who has opted for the Auto Bid facility first will get the advantage of being the “L1”, with the second bidder being “L2” at a price one decrement higher than the “L1” value and so on.

   v) If one of the Bidder has opted for the Auto Bid facility, the system automatically places a bid by conforming to one decrement from the bid that any of the other Bidders might have quoted. In such a case, if the
manual Bidder directly quotes the same price as the lowest price which the Bidder who has opted for the auto bid facility, then the bid submitted by the manual Bidder would be accepted as the “L1“ bid. But at that point of time onwards, the manual control of the Auto Bidder would be enabled for the Auto Bidder.

vi) Service Provider will explain in detail about the Auto Bid during the training.

11) Reverse Auction will normally, be for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for 1 ½ hour only. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.

(The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.)

12) Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:

   i) Opening Price
   ii) Leading / Lowest Bid Price in Auction (only total price)
   iii) Last Bid Price placed by the respective Bidder.

13) During Reverse Auction, if no bid price is received within the specified time, Bank, at its discretion, may decide to revise Start Price / Decremented Value / scrap the reverse auction process / proceed with conventional mode of tendering.

I) Reverse Auction Process:

1) At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.

2) Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder.

3) Successful Bidder has to fax the duly signed filled-in prescribed format (Annexure-B) as provided on case-to-case basis to Bank within 4 hours of Reverse Auction without fail. The Original signed Annexure-B should be couriered so as to reach us within 48 hours of Reverse Auction without fail.
4) Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.

5) Successful Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 3 working days without fail.

6) Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future.

7) In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank’s standard practice.

J) Bidder’s Obligation:

1) Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders.

2) Bidder will not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

K) Change in Business Rules, Terms & Conditions of Reverse Auction:

1) Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.

2) Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.

3) Modifications made during the running of Reverse Auction event will be advised to participating Bidders immediately.
Annexure-A

(to be submitted on company letter head by all Bidders participating in Reverse Auction)

To,
Bank of India

Date:

Acceptance of Reverse Auction Business Rules and Terms & conditions
in respect of Tender / RFP Ref. No. _______________ Dated ______
For procurement of ______________________________________________________________________________

We refer to the captioned subject and confirm that –

1) The undersigned is our authorized representative.

2) We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Reverse Auction for the procurement for which RFP is floated.

3) Bank and Service Provider shall not be liable & responsible in any manner whatsoever for my / our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.

4) We understand that in the event we are not able to access the auction site, we may authorize Service Provider 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 Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.

5) I / We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.

6) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.

7) We will participate in Reverse Auction conducted by ___________________________ (name of Service Provider) and agree to enter into an agreement with him (Service Provider) for making the process of Reverse Auction and its result legally binding on us.

8) We will fax duly signed filled-in prescribed format (Annexure-B ) as provided on case-to-case basis, to Bank within 24 hours of end of Reverse Auction without fail.
9) We will give break-up of our last / lowest bid price as per Bill of Material at the end of Reverse Auction event within 48 hours without fail.

10) We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Bank is free to take appropriate action against us and/or forfeit the Bid Security amount, debar us from participating in future tenders.

11) We nominate our official Shri ______________________________ 
Designation _____________ of our company to participate in Reverse Auction.
We authorize Bank to issue USER ID & PASSWORD to him. His official e-mail & contact number are as under –

Email :

Mobile :

----------------------------------------------------------------------------------------------------------------

Signature with company seal :
Name of Authorised Representative : Designation:
Email : Mobile :
Tel. No: Fax No.:
Annexure-B

(to be submitted / faxed by Successful Bidder of Reverse Auction within 24 hours from the end of Reverse Auction event)

To,
Bank of India
Date:

Sir,

Final / Lowest Bid Price quoted in Reverse held on _________________
in respect of Tender / RFP Ref. No. ________________ Dated ______
For procurement of ____________________________________________

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under –

Rs. (in figure): ___________________________

Rs. (in words): __________________________________________________________

We confirm that –

1) [ ] We enclose herewith the detailed break-up of above price as per Bill of Material

OR

[ ] We undertake to give detailed break-up of above bid price as per Bill of Material within 48 hours from the end-of Reverse Auction event.

2) Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vendor to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future

3) We are bound to supply at the above final bid price of Reverse Auction.

4) We note that in case of back out or not supply as per the above rates quoted by us, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar him from participating in future

Signature with company seal: ___________________________ Mobile: ___________________________
Name of Authorised Representative: ___________________________ Tel. No: ___________________________
Designation: ___________________________ Fax No: ___________________________
Email: ___________________________
Annexure- C: Process Compliance Form

(The Bidders are required to print this on their company letter head and sign, stamp before faxing to Service Provider)

To
(Name & Address of Service Provider)

Sub: Compliance form submitted by Bidder to Service Provider as Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for procurement of Hardware against the Tender No. ________________________________________________________________________________________

This letter is to confirm that:

1) The undersigned is authorized representative of the company.

2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.

3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

4) We confirm that _____(Bank) and _____(Service Provider) 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, any other unforeseen circumstances etc. before or during the auction event.

5) We understand that in the event we are not able to access the auction site, we may authorize _____(Service Provider) 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 _____(Bank) or _____(Service Provider) regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.

6) I/we do understand that _____(Service Provider) may bid on behalf of other Bidders as well in case of above mentioned exigencies.

7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure B as requested by _____(Bank) / _____(Service Provider) within the stipulated time.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,

Signature with company seal

Name –
Company / Organization –
Designation within Company / Organization –
Address of Company / Organization –
**INTEGRITY PACT**

**Independent External Monitors (IEM)**

Bank of India has empanelled Independent External Monitors (IEMs) for implementation of Integrity Pact (IP) in respect of procurements as per directives received from the Central Vigilance Commission (CVC).

The details are as under:

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
</tr>
</thead>
</table>
| Dr. Joginder Paul Sharma, IAS (Retd.)  
Ex-Principal Secretary. Govt. of UP  
D-266, Sector-47, Noida, UP  
Mobile: 9650999444  
E-mail: sharmajp1@gmail.com | Shri Ashwani Kumar  
Ex-CMD, Dena Bank  
Flat No. 101, 1st Floor  
Plot No. F.P. No.81, Ruby Bandra West  
Ruby CHSL, 29th Road,  
Near Duruoella Convent High School  
Mobile: 9920262626  
E-mail: ashwani_ashwani1@yahoo.co.in |

This pre-bid contract agreement (hereinafter called the Integrity Pact) is made on ______ day of the month of 2019,

**Between on one hand,**

Bank of India, a body Corporate constituted under Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office at C-5, G Block BKC, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051 (hereinafter referred to as “The Bank or the BUYER” which expression shall include its successors and assigns) AND

M/s ___________________________________ a Company registered under Companies Act 1956 having its registered Office at ___________________________ India, (hereinafter referred to as the BIDDER which expression shall include its successors and assigns). Whereas the BUYER proposes to procure and the BIDDER is willing to offer/has offered the stores/equipment, and

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

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

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

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

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford a particular advantage to that particular BIDDER in comparison to other BIDDERS.

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

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

2. Commitments of BIDDERS

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

2.1 The BIDDER will not offer directly, or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
2.2 The BIDDER further undertakes that it has not given, offered or promised to give directly or indirectly, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

2.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 BIDDERs shall disclose the payments to be made by them to agents/brokers, or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company, whether Indian or foreign, to intercede of facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER either while presenting the bid or during the pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to instigate any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or
alternatively, if any relative of any officer of the BUYER has financial interest/stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term „relative“ for this purpose would be as defined in section 6 of the Companies Act, 1956.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions directly or indirectly with any employee of the BUYER.

3. PREVIOUS TRANSGRESSION

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government department in India that could justify BIDDER’s exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER shall be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. EARNEST MONEY (SECURITY MONEY)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in the RFP) as Earnest money/Security deposit, with BUYER through any of the following instruments:

4.1.1 Bank draft in favour of Bank Of India issued by a Public Sector/Private Sector/Scheduled Commercial Bank in India other than Bank of India

4.1.2 A confirmed guarantee by any Indian Nationalized bank, promising payment of the guaranteed sum on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

4.1.3 Any other mode through any other instrument (to be specified in the RFP).

4.2 The Earnest money/Security deposit shall be valid unto a period of one years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions for Sanctions for Violation shall lie applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest money/Security deposit for the period of its currency

5. SANCTIONS FOR VIOLATIONS

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

5.1.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.2 The Earnest Money Deposit, (in pre-contract stage) and/or Security Deposit Performance Bond (after the contract is signed) shall stand forfeited, either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4 To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending rate of State Bank of India, while in case of a BIDDER from a country other than India, with interest thereon at 2% higher than the LIBOR.

If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract of any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

5.1.5 To encash the advance bank guarantee and performance bond warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

5.1.6 To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the buyer shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

5.1.7 To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.

5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middle men or agent or broker with a view to securing the contract.

5.1.9 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
5.1.10 The BUYER will be entitled to take all or any of the actions mentioned at Para a) (i) to (x) of this Pact also on the commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter IX of the Indian Penal code 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

5.1.11 The decision of the BUYER to the effect that a breach of the provisions of this act have been committed by the BIDDER shall be final and conclusive on the BIDDER. However the BIDDER can approach the Independent Monitor(s) appointed for the purpose of this Act.

6. FALL CLAUSE

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

7. INDEPENDENT MONITORS

7.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and addresses of the Monitors to be given).

7.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meetings.

7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same id applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-contractor(s) with confidentiality.
7.7. The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8. The Monitor will submit a report to the designated Authority of the BUYER/Secretary in the department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER or BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provision of this Pact, or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the books of accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall all possible help for the purpose of such examination.

9. LAW AND PLACE OF JURISDICTION
This Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the BUYER.

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

11. VALIDITY

11.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to five years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire six months from the date of the signing of the contract.

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

This Integrity Pact is signed on
<table>
<thead>
<tr>
<th>Request for Proposal For Database Activity Monitoring Solution (DAM)</th>
</tr>
</thead>
</table>

By:

ON BEHALF OF THE BUYER

Name of the Official
Designation
Bank of India

ON BEHALF OF THE BIDDER

Name of the Official
Designation
M/s

Signature of Witness 1
Name:
Address:

Signature of Witness 2
Name:
Address:
### PART 7: SCHEDULE OF DATES, AMOUNTS ETC. (SDA)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Specification</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1</td>
<td>Bid Amount</td>
<td>Rs. 25 thousand</td>
</tr>
<tr>
<td>7.2</td>
<td>Bid Security Amount</td>
<td>Rs. 5 Lacs</td>
</tr>
<tr>
<td>7.3</td>
<td>Bid Validity</td>
<td>180 days from the last date of receipt of responses to Bid</td>
</tr>
<tr>
<td>7.4</td>
<td>Period within which Performance Security or Amendment thereto is to be submitted by the Successful Bidder upon notification of Award of Contract</td>
<td>21 Days</td>
</tr>
<tr>
<td>7.5</td>
<td>Period within which the Successful Bidder should Sign the Contract after receipt of the Form of Contract</td>
<td>7 days</td>
</tr>
<tr>
<td>7.6</td>
<td>Period of Performance Contract (from the Date of Award of Contract)</td>
<td>Min 60 months to be valid up to expiry of Contract</td>
</tr>
<tr>
<td>7.7</td>
<td>Performance Security Amount</td>
<td>10% of Amount of contract</td>
</tr>
<tr>
<td>7.8</td>
<td>Minimum Contract period for the entire Solution (refer 4.9.2)</td>
<td>60 months from date of user acceptance/ sign off</td>
</tr>
<tr>
<td>7.9</td>
<td>User Acceptance tests</td>
<td>Refer 7.17</td>
</tr>
<tr>
<td>7.10</td>
<td>Required period of validity of the Performance Security after the completion of performance</td>
<td>12 months</td>
</tr>
<tr>
<td>7.11</td>
<td>Period within which Bank will return the Performance Security subject to terms Mentioned in clause 4.6.4</td>
<td>90 days</td>
</tr>
<tr>
<td>7.12</td>
<td>Period of Training to be arranged by vendor</td>
<td>for 3 users , first year after installation, 2nd year and 4th Year, and oracle training within first year</td>
</tr>
<tr>
<td>7.13</td>
<td>Maintenance and software updates of the Supplied Solution, technical support</td>
<td>till the contract validity (minimum 5 years) from sign off</td>
</tr>
<tr>
<td>7.14</td>
<td>Period within which Solution / Services under the Contract are to be commissioned from the Date of signing of Contract</td>
<td>70 days</td>
</tr>
<tr>
<td>7.15</td>
<td>Payment will be release as follows</td>
<td>refer 4.15.4</td>
</tr>
<tr>
<td>7.16</td>
<td>Delivery location</td>
<td>CBD Belapur, Navi Mumbai &amp; Electronic City, Bengaluru</td>
</tr>
</tbody>
</table>

#### 7.17 Acceptance Tests

The User acceptance test will be carried out as per mutually agreed Acceptance Test Plan against the systems requirements specified under TFS (Technical & Functional specification). The system will be considered accepted (supplied, installed and operationalized) only after ATP is completed as per the agreed plan and is duly signed/certified by the Bank and the bidder. The 5 year contract period will start from user sign-off date of the Bank.

**********

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8. SERVICE LEVEL AGREEMENT FORMAT

This Agreement is executed at Mumbai on this the ................. day of ..................... 2019

BY AND BETWEEN

BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its registered office at Star House, C – 5, ‘G’ Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, hereinafter referred to as “Bank” (which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors-in-interest and assigns) of the ONE PART

AND

M/s........................., ---------------registered under ------------having its Registered Office at Trade Globe – Ground Floor, J.B. Nagar, Andheri – Kurla Road, Andheri (East),Mumbai – 400 059, India (hereinafter referred to as the “Company” or “Company”, which expression, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the other part

The Bank and the Company shall, wherever the context requires, be referred to individually as “Party” and collectively as “Parties” hereto.

WHEREAS

A. The Bank is a prominent nationalized bank, having been founded on September 7, 1906 and having - 5000 plus branches in India and abroad.

B. The Company is a global technology firm with a focus on the financial services industry. They are a vertical specialist organization with domain expertise and technology focus aligned to the needs of financial institutions. They offer .......................................................... as a Service primarily for the BFSI segment.

C. The bank interested in procurement of Database Activity Monitoring (herein after referred to as DAM) Solution to enable monitoring of requests and protection of its applications hosted in the internet segment, which include very critical services like internet banking and mobile banking.

D. For the said purpose, Bank had invited Bids from the competent vendor/Company/service provider by floating Request for Proposal vide Ref: ------------------In response to the Bank’s said Request for Proposal (RFP), the Company had submitted its bid. The Company has represented to the Bank that it has sufficient expertise and it is fully competent to perform the said Contract as per the scope of work and on the terms and conditions set out in this Agreement and the RFP. The Company has further represented that the Company has appropriate infrastructure, human and other resources required to execute various tasks of the Contract.

E. Pursuant to issuing the RFP, the Bank short-listed the Company based on the Proposal submitted, representations and warranties made by the Company. Subsequently, the Bank awarded the said Contract to the Company subject to the terms and conditions contained in this agreement and the RFP,
F. The Parties are desirous of recording the terms as agreed between the Parties, as set out hereunder

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

The recitals, Schedules, RFP and Annexures to this agreement shall form part of this agreement as if incorporated in verbatim in the body of this agreement and shall be binding on the Parties.

In this Agreement and Annexures each word or phrase listed below has the meaning designated.

1.1 Definitions

(a) “Agreement” shall mean this agreement, together with the RFP (together with its annexures, addendum, corrigendum and clarifications if any) and the Annexures to this Agreement and any mutually agreed modifications in writing to this Agreement;

(b) “Confidential Information” shall mean all nonpublic information, of the Bank and its customers including details of the Bank’s Critical Assets held by the Bank which is provided to or accessible by or is available to the Company whether in writing, graphic, visual or any other tangible, intangible or electronic form including, without limitation, Customer Data, Banks’ Data any and all information relating to the Bank’s Customers, the Software and Hardware Company’s and/or its client’s (whether past, present, or future), financial data, financial results and projections, employees (past, present or prospective), technologies, technical and business strategies, computer programs, software tools, source codes, object codes, protocols, product descriptions, trade secrets or know how, customer information and Intellectual Property Rights as well as any such information not generally known to third parties, that Company is reasonably expected to treat as confidential. It is clarified that all non-public data residing on the Bank’s existing system shall be treated as Confidential Information for the purposes of this Agreement.

(c) “Contract” shall mean the work to carry out the engagement as per the scope mentioned herein this agreement and in the RFP.

(d) “Deliverables and Services” means all the services to be provided/performed by the Company to the Bank under this Contract which are more particularly stated in this Agreement and the RFP.

(e) “Event of Force Majeure” shall mean act of God including earthquake, invasion, war, tsunami, rebellion, or other acts generally beyond the control of the Parties and affecting performance of this Agreement;

(f) “Payments” or “Fees” means all payments to be made by the Bank to the Company on providing the deliverables and Services as per the Payment Terms stated in Article 3 of this Agreement hereto.

(g) “RFP” shall mean collectively the Request for Proposal dated 15th October 2015 issued by the Bank, and all addendum, corrigendum and clarifications issued by the Bank pursuant to the said Request For Proposal and deviations agreed upon;

(h) “Services” means all the services to be provided/performed by the Company to the Bank under this Contract which are more particularly stated in this Agreement and in conformity with the RFP;
(i) “Solution” shall mean Database Activity Monitoring (DAM) solution & other allied components

(j) “Taxes” means all taxes, GST, Education Cess, Higher Education Cess, levies, surcharges, Octroi or withholdings assessed by any Central, State or local authority as a result of the provision of the Services by Company to the Bank.

1.2 INTERPRETATION

(a) Any reference in this Agreement to any Statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it.

(b) The meanings set forth for defined terms in this Article and all pronouns shall be equally applicable to both the singular and plural masculine, feminine or neuter forms as the context may require.

(c) All references in this Agreement to Articles are to articles in or to this Agreement unless otherwise specified therein. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “include”, “including” and “among other things” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.

(d) References in this Agreement to any document or agreement shall be deemed to include references to such document or agreement as amended, varied, restated, supplemented or replaced from time to time in accordance with the terms thereof and to include any letters of the parties executed in connection therewith, except as otherwise provided in this Agreement.

(e) The headings of the several Articles and sub clauses of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein

(f) In the event of any conflict between the terms of the RFP and the Agreement, then the terms of the Agreement will prevail.

ARTICLE 2

AWARD AND SCOPE OF THE CONTRACT

2.1 AWARD OF THE CONTRACT

(a) The Bank hereby awards the Contract and the Company accepts the award of the Contract by the Bank, to carry out the engagement as mentioned in the scope.

(b) The Company agrees and undertakes to render the Deliverables and Services and perform its obligations in accordance with the terms and conditions contained in this agreement and in the RFP. After completion of the Term, if so desired by the Bank, the Company shall, based on mutually agreed terms including the applicable charges/ Fees for Services, continue to provide the deliverables and Services to the Bank.

2.2 Scope of Contract

(a) The Company shall supply, install, configure integrate, migrate, test, troubleshoot and support the DAM as per Annexure A.
The details of the deliverables and Services to be provided, duties and obligations of the Company are more particularly stated in this agreement and the statement of work attached herewith as Annexure A and those statement of work as shall be entered into by the Parties from time to time. The said Statement of Work executed from time to time shall be deemed to be a part of this agreement.

ARTICLE 3
PAYMENT AND PAYMENT TERMS

3.1 Payment for Services

a) In consideration of the Company supplying/providing the Deliverables and Services to the Bank under this Agreement, the Bank shall pay to the Company, the Fees/Charges (Rs.………) as stated in Annexure B hereto.

b) The Fees payable as stated above by the Bank to the Company is inclusive of all Taxes, costs and charges, duties etc. Only GST, if applicable, shall be reimbursed by the Bank upon production of the receipt by the Company to the Bank. Accordingly all Taxes shall be borne and paid by the Company alone and Bank shall not be liable to pay any amounts in this regard. No costs / expenses shall be payable/ reimbursed by the Bank against conveyance, traveling expenses, boarding, lodging, out of pocket expenses, liaising or for any other purpose etc.

c) The Fees/charges shall be subject to deduction of penalties if any, levied on Company by the Bank in accordance with the provisions of this Agreement. All payment of Fees shall be made after deduction of the applicable taxes if any and payment shall be made in Indian Rupees only.

d) Amounts/ Fees payable to the Company as mentioned above shall not be liable for upward revision during the Term of this Agreement irrespective of reasons whatsoever including, increase or imposition of new taxes, duties, levies, octroi, charges etc. All undisputed payments shall be made by the Bank by direct credit to the company account within 30 working days of the date on which the payments fall due in respect of an undisputed invoice or within 30 days of receipt of undisputed invoice, whichever is later.

e) Notwithstanding anything contained in this Agreement or the RFP where the Company is liable to pay any amount to the Bank, on account of penalties under this agreement or on account of discrepancies in the invoices or, invocation of indemnity by the Bank, for third party claims, statutory dues or for any other reason the Bank shall without prejudice to its other rights be within its rights to adjust such amounts from the Fees payable to the Company and raise a demand on the Company for the balance amount if any and the Company shall pay such amount to the Bank within 30 working days of receipt of such demand without any protest or demur.

f) Company acknowledges that the Company has submitted its price quote in response to the RFP and subsequent discussions based on an independent study of all aspects of the Contract and hence under no circumstances shall the Company be entitled to any amounts in excess of what has been agreed upon under this Agreement.

g) All out of pocket expenses, travelling, boarding, accommodation and lodging expenses which may be incurred by the Company and/or its officials in connection with the Contract shall be borne and payable by the Company alone and the Bank shall not be bound to make payment of any amounts in this regard to the Company;

3.2 Performance Guarantee and Security Deposit:

a) Company shall provide a Performance Bank Guarantee for an amount equivalent to 10% of the total contract price, which shall remain valid during the entire contract period of 60 months, plus 3 months
additional claim period. The Performance Guarantee shall be in the format as required by the Bank. The said guarantee shall be furnished by Company within 15 days from the date of signing of this Agreement. However, in case of extension of the performance period due to reasons whatsoever, the Company agrees to extend the guarantee period to such extended period plus additional 3 months of claim period. If the performance guarantee is not submitted to the Bank within the period mentioned herein above, Bank reserves the right to cancel the contract.

b) The Guarantee shall be from a Scheduled Commercial Bank other than Bank of India, acceptable to the Bank, towards performance of the contract. The Bank shall be within its rights to invoke the performance guarantee without further notice to the Company, if the Company has failed/fails to perform the assignments under the contract, or nonfunctioning /failure in providing Services and Deliverables or for non-performance and/or unsatisfactory performance or Company failing to meet the service levels mentioned in this agreement and / or the RFP.

3.3 Liquidated Damages

a) If Company fails to deliver or perform the deliverables and Services within the time period(s) specified in the Contract, Company shall pay to the Bank and the Bank shall be without prejudice to its other remedies under this agreement and/or the RFP entitled to deduct from the contract Price, as liquidated damages, a sum equivalent to 0.5% of the contract amount per week or part thereof of the delay, until delivery or performance of the obligations under this agreement. The decision of the Bank shall be final and binding on the Company, in this regard.

b) For the purpose of computing the liquidated damages as above, it is hereby clarified that the installation shall be treated as incomplete in one/all of the following situations:

   i) Non-delivery of any component or other services mentioned in the order
   ii) Non-delivery of supporting documentation
   iii) Delivery/Availability, but no installation of the components and/or software
   iv) No Integration
   v) System operational, but have operational open technical issues unsatisfactory to the Bank.

c) The liquidated damages as stated above are independent and are applicable separately and concurrently in addition to the termination of the contract if the Bank so desires.

d) In addition to liquidated damages company shall also be liable to pay to the Bank penalty as stated in Annexure A for delay in delivery of services and deliverables or for unperformed services for each week or part thereof.

e) Without prejudice to other rights and remedies available to the Bank, Bank shall be entitled to setoff or adjust any amounts due to Bank under this clause from Company against payments due and payable by Bank for the services rendered, beside the amount of penalty and Liquidated damages. The provisions of this Clause shall survive the termination of this Agreement. The Bank shall have a right to terminate the Agreement in the event the liquidated damages of 5% of the total contract fee on account of delay in delivery of the services and / or deliverables by the Company.

ARTICLE 4
Taxes and Duties

(a) The Company shall be solely responsible for payment of all applicable Taxes, levies, charges, license fees (if any), octroi, royalties (if any) etc., that may be imposed by State/Central Government or any
local body, payable as per the existing laws, in connection with the provision of deliverables and Services by Company under this Contract. The Bank's liability is restricted to the payment of fees to the Company as stated in the RFP / in this agreement.

(b) The Company shall also be liable to pay all corporate tax, income tax and any other taxes that shall be levied as provided under the laws and regulations applicable from time to time on the Fees paid to the Company. No costs/expenses shall be payable by the Bank for traveling (including local conveyance), boarding, lodging, out-of-pocket expenses, liaison, etc. during the validity of the contract.

(c) Wherever the laws and regulations require deduction of any Taxes at the source of payment, Bank shall be entitled to effect such deductions from the payment due to the Company and make remittance to the competent authority. A certificate evidencing such deductions will be provided by Bank to Company to this effect.

(d) The Company’s staff, personnel and labor will be liable to pay personal income taxes in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Company shall perform such duties in regard to such deductions thereof as may be imposed on the Company by such laws and regulations. The Company further undertakes to obtain such licenses, permit, renewals etc. from time to time and it shall be solely responsible in the event of contravention of any Act, Laws or rules in this regard.

(e) The Company shall pay all the taxes, rates, charges, levies, claims whatsoever that may be imposed by State / Central Government or any local body for the said purposes and for employing such persons for the services and shall provide proof thereof as and when required by Bank.

ARTICLE 5
OBLIGATIONS OF THE PARTIES

5.1 Obligations of the Company
The Company shall perform and undertake the following obligations:

(a) The Company shall work closely with the Bank’s staff, act within its own authority and abide by directives issued by the Bank from time to time in performing its obligations under this Agreement. The Company shall follow industry standards for its Services.

(b) The Company shall follow the job safety measures prevalent in India for the contract and will free the Bank from all demands or responsibilities arising from accidents or loss of life to any of its employee/s, agents or representatives. The Company will reimburse any payment made by the Bank in connection therewith and shall keep Bank indemnified against all claims, loss, expenses arising from such incidents.

(c) The Company shall be responsible for managing the activities of its personnel or its representatives or of the employees engaged by sub-contractors (wherever sub-contracting has been specifically permitted by Bank in writing), while performing the contractual obligation under this contract and will hold itself responsible for any misdemeanor. Bank shall not be responsible for the conduct of Company’s employees and/or persons engaged by Company and they shall not be treated as employed by the Bank directly or indirectly under any circumstances.
(d) The Company is aware that the assets and data of the Bank is a valuable asset of the Bank and under no circumstances shall the Company and/or its employees, men or agent disclose, publish, part with, sell or make the same available to any other third party, except that the Company may disclose it to its own employees who are required to handle this information in the normal course of their duties. It is obligatory for the Company to ensure complete Confidentiality by its employees.

(e) It is agreed that the Company shall not subcontract or outsource any work related to this contract without specific written consent of the Bank and the Bank may at its discretion refuse to give such consent.

(f) The Company should have a well-defined business continuity policy to ensure that the Contract under this agreement is smoothly completed to the satisfaction of the Bank.

(g) The Company shall use/provide only licensed software tools for carrying out its obligations under this agreement.

5.3 REVIEW

The bank reserves the right to review the performance of the company, every year and whenever it requires so.

5.4 REPORTS, MIS AND DOCUMENTATION

Company shall provide from time to time item-wise reports and statements information of the Company as required by the Bank, in both electronic and paper format in the prescribed manner as per relevant scope of work at the option of the Bank, without any additional cost to the Bank. Bank may also ask for some adhoc reports/statements from time to time and subject to falling under this scope and Services, the company shall provide within a reasonable time.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

Representations and Warranties by the Company

6.1 The Company represents and warrants that:

(a) The Company possesses necessary experience, expertise and ability to undertake and fulfill its obligations under this Agreement and it shall always perform the Contract by qualified personnel. The names of the persons with qualifications who are going to actually perform the work and sign the report will be informed in writing to the Bank before the start of work. Any change in personnel shall also be intimated promptly to the Bank in writing.

(b) The Deliverables & Services shall confirm to and meet the service level standards and time frames set out in this Agreement and RFP.
(c) The Deliverables & Services provided by the Company and/or use of the same by the Bank in any manner will not violate (knowingly or unknowingly, directly or indirectly) or infringe the intellectual property rights of any third party or the laws or regulations of any governmental or judicial authority.

(d) The Company has all necessary rights, and interest to provide the Deliverables & Services and grant other the rights set forth herein to the Bank, free of any claims, encumbrances, liens, or conflicting rights in favor of any Person;

(e) The Deliverables & Services shall be provided in a workmanlike skilled and competent manner in accordance with the professional standards in trade or industry followed by other IT companies at par with the Company, and shall meet the descriptions, specifications and the performance standards stated in this Agreement and those mentioned in the Technical and Functional Specifications (TFS) section in the RFP.

(f) It has all the permissions, licenses, authorities whatever required from the appropriate Government, Statutory/Regulatory authorities to render the deliverables and Services stated herein to Bank.

6.2 The Company recognizes that the Bank owns the data in the Banks system and that such data is confidential to the Bank. The Company undertakes to provide adequate levels of security to protect the data, information and other technology resources of bank and ensure to maintain it as confidential.

6.3 The Company further agrees and recognizes that:

i) The Bank shall have the right to control the authorization and access to Bank’s information, including access rights granted to the Company’s employees.

ii) Bank, its auditors and / or Reserve Bank of India and / or any Regulatory Authority shall have the right to conduct security reviews and other audit procedures to review controls and test compliance for security and control provisions.

iii) The Company shall take commercially reasonable measures to comply with procedures to deal with deficiencies in the implementation of the project as noted by auditors, government, regulators and other internal or external agencies and provide relevant solutions.

iv) Bank of India has well defined policies which are self-regulated by a code of conduct. Company agrees to adhere to the code in the right spirit and a copy of the same will be provided in advance to the Company to enable its personnel carry out the Services. Information in this regard shall be treated and kept as confidential by the company,

6.4 The Company shall not affect any change in its constitution which includes reconstitution of the Company, mergers, reverse mergers, acquisition and amalgamations during the currency of the Contract period without prior written permission of the Bank,

6.5 The Company shall not, hold the Bank responsible for any assumptions or judgments made by the Company for arriving at any type of sizing or costing for the Contract.
6.6 All terms and conditions, payments schedules, time frame for implementation, expected service levels etc. will remain unchanged unless explicitly mutually agreed in writing.

6.7 The Company further Covenants and represents to the Bank that:

a. It is duly incorporated, registered, validly existing and in good standing as per the laws of India.

b. It has the power and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery and performance of this Agreement by the Company and the performance of its obligations hereunder have been duly authorized and approved by all necessary actions and no other action on the part the Company is necessary to authorize the execution, delivery and performance of this Agreement.

c. The execution, delivery and performance of this Agreement by the Company:

I. shall not violate or contravene any provision of its constitutional documents;

II. shall not violate or contravene any law, statute, rule, regulation, licensing requirement which are applicable to the Company and relevant to the scope of work under this agreement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

III. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other statutory/regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

IV. No representation or warranty by the Company in this Agreement, and no document furnished or to be furnished to the Bank, in connection herewith or with the transactions contemplated hereby, contains or will contain, any untrue or misleading statement or omits or will omit any material fact. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of the Company and which have not been disclosed herein or in a schedule hereto, having a direct or indirect impact on the transactions contemplated hereunder.

6.8 Inspection of Records

The Bank and/or RBI and/or any other Regulatory Authority and/or any Agencies engaged by the Bank and/or RBI shall be authorized to make inquiries and audit, the Company’s compliance with the provisions of this Agreement and the Company agrees to provide the Bank with such information and access for audit as requested for by the Bank and/or RBI. At all times the Bank and/or RBI shall have the right to inspect the premises, books and records of the Company relating to the scope of work under this Agreement directly or through its representatives. All Company’s records with respect to any matters covered by this agreement and/or as may be required by RBI and/or any other Regulatory Authority and/or the Bank shall be made available to the Bank or its designees, to audit, examine and make excerpts or transcripts of all relevant data. If the Bank permits the Company to outsource any of the activities under this contract which shall always be in writing, the
Company shall ensure that necessary agreement is entered into with the Agency engaged for such purpose and such agreement shall also contain necessary mandate by the said outsourced agency inter-alia agreeing for production of documents called for, inspection and audit of their premises and books by RBI and / or the Bank and any Agencies engaged by the Bank and / or by the RBI. Company is aware that any failure to permit inspection may result in RBI imposing fine/ penalty and all such amounts shall be paid by the Company.

**ARTICLE 7**

**INDEMNITY**

The Company does hereby Indemnify the Bank, and shall keep indemnified and hold the Bank harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including reasonable attorneys’ fees) and also relating to, resulting from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

(a) Any negligent act and / or omission and /or fraudulent activity of the company or its employees, or agents and /or;

(b) A negligent act , omission and/or fraudulent activity adjudicated by a competent court of jurisdiction/ Arbitrator appointed by the parties under this agreement against the Company, its employees, its agents, sub-contractors in the performance of the obligations of the Company under this Agreement and / or

(c) Claims against the Bank and/or any legal proceedings made by any third party/ies or employees or other persons who are deployed by the Company and/or by any statutory/regulatory/ govt. authority under this agreement and / or

(d) Breach of any of the term of this Agreement and/or its Annexures or breach of any representation or warranty of the Company under this Agreement, or

(e) Violation of the Confidentiality obligations by the Company and/or its officials/employees or any other person employed by them in connection with the Contract.

(f) Breach of any of the terms of this agreement by their subcontractors, if subcontracting of any part of this agreement is permitted by Bank in writing.

(g) The Software/Deliverables supplied not being properly licensed one and/or

(h) Any breach of IPR violations by the Company on material if any supplied by Company.

(i) Any fraud committed by the Company/ its employees/ agents

(j) The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever.
ARTICLE 8
TERM AND TERMINATION

a) This Agreement shall commence from -------------, 2019 and continue for a period of 60 months from signing or till the delivery of deliverables and / or services pending from the company whichever is later.

b) The Bank shall be within its rights to terminate this agreement immediately without notice to the Company in the event the Company:
   i) Any application under the provisions of IBC, 2016 has been filed against the Company; or if
   ii) has a winding up proceeding or bankruptcy order made against it; or if
   iii) has a receiver appointed over substantial assets; or if
   iv) is or becomes unable to pay its debts as they become due; or if
   v) enters into any arrangement or composition with or for the benefit of its creditors; or if
   vi) A resolution is passed for its voluntary winding up or dissolution or if it is dissolved or any analogous occurrence under any other jurisdiction; or if.
   vii) Change its constitution of the Company; or if.
   viii) Any fraud committed by Company or its employees or agents, if any ; or if
   (vii) Upon receipt of any regulatory or Government Guidelines restraining Bank to procure Services as mentioned in the scope and Annexure I.

c) Bank may terminate this Agreement and/or a Purchase order, wholly or partially, if the Company fails to discharge its obligations in accordance with the terms of the Contract and same is not rectified/cured to the satisfaction of the Bank within a period of 60 days of notice by the Bank. It is clarified that the Bank shall be the sole judge to decide whether there is a failure/breach by the Company and/or whether the same has been cured/rectified. Such decision of the Bank shall be final and binding on the Company.

d) The Bank shall also be within its right to terminate the contract without notice on receipt of any government, regulatory guidelines and/or on account of any winding up/bankruptcy proceedings initiated against the Company or on account of occurrence of any event that may affect the ability of the Company to perform the contract.

e) The Bank, by giving 3 month notice to company, may terminate the contract, in whole or any part, at any time for its convenience

f) Any termination of this Agreement (howsoever occasioned) shall not affect any rights, obligations or liabilities of Company and/or Bank accrued/ accruing before such termination.

g) Immediately upon termination of this Agreement the Company shall upon Bank’s request handover all the records, data and Confidential Information of the Bank promptly and shall also transfer to the Bank and/or such other service provider engaged by the Bank all the information / data and other documents within 7 days of such termination.

h) It is clarified that in the event of termination of the contract, Bank shall only be required to pay to the Company, the undisputed fees if any, for services rendered and availed by the Bank till the date of termination.
ARTICLE 9
CONFIDENTIALITY

a) The Company acknowledges that in the course of performing their obligations under this Agreement, the Company shall be exposed to or acquire Confidential Information of the Bank or its clients/customers. The Company understands and acknowledges that it has been given access to such Confidential Information solely as a consequence of and pursuant to this Agreement.

b) The Company will, at all times, maintain confidentiality regarding the contents of this Agreement, Information of Bank including of the Bank’s Customer, any business, technical, financial information/data or any other information disclosed or accessible to the Company for this project whether at the time of disclosure, designated in writing as confidential or not.

c) The Company agrees to keep in confidence and not disclose to any third party and all Confidential Information available to the Company and whether such information is given in writing or oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. The Company agrees that it shall not use, nor reproduce for use in any way, any Confidential Information of the Bank except to the extent required to fulfill its obligations under the Agreement. The Company agrees to protect the Confidential Information of the Bank with at least the same standard of care and procedures used by to protect its own Confidential Information of similar importance but at all times using high degree of care.

d) The Company shall also ensure that its officials/employees and if Company is permitted by the Bank in writing to assign, delegate or hire another person to assist it in the performance of its obligations under this Agreement, such person also shall maintain the confidentiality of the Confidential Information in the same manner as the Company is bound to maintain the confidentiality.

e) If the Company hires another person to assist it in the performance of its obligations under this Agreement, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Company is bound to maintain the confidentiality.

f) The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever.

ARTICLE 10
MISCELLANEOUS

10.1 Prohibition against Project Outsourcing or Sub contract

(a) Notwithstanding anything contained herein in the RFP or in any other writing, the Company shall not assign, outsource, or sub-contract to any third party, in whole or in part, its duties and obligations under the Contract, except with the Bank’s prior written consent and if so permitted on such terms and conditions as may be stipulated by the Bank. The Bank shall be within its absolute right at its sole discretion to refuse/deny the consent and the same shall not be challenged by the Company.

(b) The Company shall ensure that outsourcing or Subcontracts if permitted by the Bank shall comply with the provisions of this Agreement underlying the confidentiality obligation. It is clearly understood that the Company shall be solely and primarily responsible to fulfill its obligations and adhere to the time limits agreed upon and stated in this Agreement irrespective of whether any sub-Contracting is permitted by the Bank. It is clarified that the Bank shall not be liable or answerable to the Sub-
Contractors under any circumstances. The Bank and/or the RBI and/or any Regulatory Authority shall be authorized to make inquiries and audit the Sub-Contractors compliance with its obligations and the Company agrees to provide the Bank with such information and access for audit of the Sub-Contractors, as required by the Bank and/or RBI. At all times, the Bank and/or the RBI and/or any Regulatory Authority shall have the right to inspect the premises of the Sub-Contractors directly or through its representatives. All Sub-Contractor’s records with respect to any matters covered by this Agreement and/or as may be required by RBI and/or the Bank and/or any Regulatory Authority shall be made available to the Bank or its designees as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Company shall accordingly incorporate the necessary clauses to that effect in the agreement with the Sub Contractor.

10.2. Single point of contact for support

Company shall provide details of single point of contact viz. designation, address, email address, telephone /mobile No. to the Bank promptly.

10.3 Force Majeure

Should either party be prevented from performing any of its responsibilities (as mentioned in the agreement) by reasons caused by an act of God or any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased. If a Force Majeure situation arises, Company shall promptly notify the Bank in writing of such conditions and the cause thereof within 2 calendar days. Unless otherwise directed by the Bank in writing, Company shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. 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 4 weeks, without prejudice to any other right available to the Bank the Bank shall be within its right to terminate the Contract and the decision of the Bank shall be final and binding on Company in this regard. Under such circumstances, the Bank shall be required to pay Company only such undisputed amounts as due to it on account of completed services.

10.4. Notices

(a) Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile transmission or by postage prepaid registered post with acknowledgement due or by a reputed courier service, by e-mail, in the manner as elected by the Party giving such notice.

In case of notices to Bank:

Department : Bank of India
Head Office, Risk Management Department
Information Security Cell
Address : 3rd floor, East Wing,
Star House 1, C-5, G-Block, Bandra Kurla Complex,
Bandra (E), Mumbai 400 051
Phone Number : (022) 6668 4986
Fax Number : (022) 6668 5637
E-mail : security.information@bankofindia.co.in
For attention of: The General Manager,
Risk Management Department, Head Office.

In case of notices to Company:

Company Address: 
Phone Number: 
Fax Number: 
E-mail: 
For attention of: 

(b) All notices shall be deemed to have been validly given if sent to the registered office address and on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of three days after posting if sent by registered post/courier, or (iii) the business date of receipt, if sent by ordinary post.

(c) Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other not less than fifteen days prior written notice.

10.5 Dispute Resolution / Arbitration:

(a) If any question of dispute shall at any time arise between the Parties with respect to the meaning or effect of any clauses of this Agreement or the rights or obligations of the parties hereto, the Parties shall make every effort to resolve it amicably by direct informal negotiation.

(b) If, after thirty (30) days from the commencement of such informal negotiations, the Bank and the Company have been unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below.

(c) In case of dispute or difference arising between the Bank and the Company relating to any matter arising out of or connected with the Agreement that have not been resolved through informal negotiations stated above, such disputes or difference shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (Act). The arbitration tribunal shall consist of sole arbitrator, who will be appointed by the Bank and the Company with mutual consent. In case of failure of the Bank and the Company to reach upon a consensus in nominating the Arbitrator within a period of 30 days from the date fixed for this purpose, the parties will be free to approach competent court of law for adjudication of disputes.

(d) Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(e) The cost and expenses of Arbitration proceedings including the fees and the expenses that shall be paid to the Arbitrator will be equally shared and paid by the Parties unless otherwise decided by the Arbitrator. The expenses incurred by each party in connection with the preparation, presentation, etc., including stamp fees of its proceedings shall be borne by the party concerned.
(f) The decision of the Arbitrator shall be final and binding upon both Parties.

10.6 Merger

In the event of merger or amalgamation of the Bank, the rights and obligations of the Bank under this agreement shall be vested with the new entity.

10.7 Entire Agreement

This Agreement together with RFP/Proposal constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes prior negotiations, representations, or agreements, either written or oral. Should there be a provision, obligation or a condition contained in the RFP which are not included in this agreement, such provision, obligation or condition shall be deemed to be incorporated in this Agreement and should there be any terms/provisions contained in the RFP which is in conflict with the provision as stated in the Agreement, such terms/provisions of the Agreement shall prevail.

10.8 Publicity

Any publicity by the Company in which the name of the Bank is involved can be used only with the explicit prior written permission of the Bank. The Bank shall be entitled to impose such conditions or restrictions in relation to the manner of use of the name of the Bank in any publicity material used by the Company.

10.9 No agency

(a) Company is performing pursuant to this Agreement only as an independent contractor. Company has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed the Services, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement will be construed to create the relationship of principal and agent, joint venture or partnership between Bank and Company and the person(s) appointed by Company for the performance of the contract shall not be treated as the employee(s) of the Bank under any circumstances what so ever.

(b) The Company shall perform its obligations under this Agreement as an independent contractor. Neither this Agreement nor the Company’s performance of obligations under this Agreement shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Company or its employees, subcontractors; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other party.
(C) The Company shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel, sub-contractors or agents hold themselves as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income, taxes or benefits. The Company alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Company will make all required payments and deposits of taxes in a timely manner.

(d) The Company shall conform to/ abide by the laws, rules and regulations of Central/ State Government / Reserve Bank of India / and/ or any regulatory authority in regard to employment of agents/associates/ employees etc including the Minimum Wages Act.

10.10 Waiver

No failure or delay on the part of the Bank relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the Company nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement. All of which, unless expressly stated otherwise, are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to the Bank at law or in equity.

10.11 Violation of terms

The Company agrees that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Company from committing any violation or enforce the performance of the covenants, obligations and representations contained in this 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 the amounts due under this Agreement and related costs and a right for damages.

10.12 Amendments

No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by both Parties.

10.13 Counterparts

This Agreement may be signed in two counterparts, each of which is an original and both of which, taken together, constitutes one and the same instrument.

10.14 Severability

(a) If any of the provisions of this Agreement may be constructed in more than one way, the interpretation, which would render the provision legal or otherwise enforceable, shall be accepted.
(b) In the event any Court or other government authority shall determine any provisions in this Agreement is not enforceable as written, the Parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought, and affords the Parties the same basic rights and obligations and has the same economic effect as prior to amendment.

(c) In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then parties shall on mutual consent in writing agree that such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective; provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.

10.15 **NON-SOLICITATION**

During the Term of Agreement and for a period of twelve (12) months after the expiry or termination of the Agreement, the Company shall not directly or indirectly, employ or offer to employ any person who is/was an Employee of the Bank without the prior written consent of the Bank.

10.16 **Expenses & Stamp Duty**

All the expenses including stamp duty, levies and other monies payable in connection with the execution of this Agreement shall be borne by the Company only.

10.17 **Jurisdiction.**

This agreement shall be subject to the laws of India. The parties expressly agree that subject to the provisions of Clause ..........above, all disputes and differences arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts at Mumbai and the parties hereby expressly submit themselves to the same.

IN WITNESS WHEREOF, each party has caused its authorized representative to put their hands and seals on these presents on the date and year first above written.

1) Signed, Sealed and Delivered by the Bank
   Through its Authorized Signatory : 

   In the Presence of : 

2) Signed, Sealed and Delivered by Company
   Through its Authorized Signatory : 

   In the Presence of :
Annexure A: Scope of Work in detail

DAM Functional Principles: As mentioned in RFP

General Scope of Work: As mentioned in RFP

Implementation Procedure:

For the purpose of implementation following should be noted:

- Company has to develop the project plan, get it approved by the Bank and then implement the project based on project timelines agreed.
- Company should supply solution, services, software and maintenance of VM as specified in RFP, and Services which includes integration, management, maintenance, audit compliance and knowledge transfer in respect of DAM as detailed in the corresponding sections in the RFP.
- Compliance of various audits in respect to the solution like ISO 27001:2013 PCI DSS, ISO 22301 etc., should be ensured by the Company.
- Preparation of all documents related to deployment architecture, integration, operation related policies / standard operating procedures (SOP) to be prepared by the company and handed over to Bank. Provide the complete set of Operation and System Manuals in 1-set of Hardcopies as well as in Softcopies of all the systems/components provided as part of the DAM implementations.
- A comprehensive onsite warranty for a period of 1 years shall be there on all the Software supplied to/purchased by the Bank and 4 Years of AMC. Warranty will commence from the acceptance date from Bank of India.
- The Company should provide the latest version of the Solution. The company would be responsible for replacing the out-of-support, out-of-service, end-of-life, undersized, infrastructure elements at no extra cost to the bank during the entire contract period of 5 Years. Replacement to be done before due date of End-of-life (EOL) or End-of-support (EOS) from the OEM of the product/service.
- The system should be in hot-standby/ high-availability mode and with BC (Business Continuity) set-up at our DR (Disaster Recovery) site(Active-Active). The Company would be responsible for installation, testing, commissioning, configuring, warranty and maintenance of the system.
- The Bank will provide necessary VM to host the DAM software, application and necessary component, however patching, hardening, OS upgradation, integration with IT/ Security solution will be the responsibility of Company.
- In case the Company has not indicated any peripherals /equipment in their proposed solution and these may be required for the successful implementation, the Company has to provide the required peripherals/equipment at no additional cost to the Bank.
- The solutions and services in scope should be designed with adequate redundancy and fault tolerance to ensure compliance with SLAs for uptime as outlined in the RFP.
- OEM would be responsible for all technical support to maintain the required uptime through the Company. Initial installation, configuration and integration should be done by the SI, under the supervision of OEM. The Company would be the single point of contact. The Company should have necessary agreement with the OEM for all the required onsite support for entire project period. Company should have back-to-back support with OEM during the total contract period for necessary support.
- Solution being provided should be scalable and user configurable to cater to the future requirement of the Bank.
- All the components supplied as part of this RFP should be supplied with valid License. Bank’s all databases are to be integrated to DAM as per requirement in RFP without any limitation on the number of application.
Company shall provide list of licenses to be procured, also maintain the inventory database of all the licenses and the updates installed. All should be in the name of bank.

All installation/ configuration till sign-off would be done by the SI engineers under supervision of OEM. It will be the Company’s responsibility to liaison with the OEM to provide full technical support to the satisfaction of the Bank for the complete tenure of agreement i.e. project.

The Company should migrate to new setup with no/minimum downtime as possible.

All the security functionalities as required in the RFP are to be configured wherever applicable and the same to be documented by the company. The company should provide appropriate knowledge transfer sessions to continue operations on the same.

The company should provide support for integrating the DAM with other solutions in the Bank’s environment.

The solutions should not have a significant impact on the existing infrastructure of the Bank either during installation or during operation of the solutions.

The company should setup single browser based administration interface and configure reports as per the Bank’s requirement.

The company would be responsible for updates, patches, bug fixes, version upgrades for the entire infrastructure.

Adherence to agreed Service Level Agreements (SLA) and periodic monitoring and reporting of the same to the bank.

In case a device goes down at DC, the function being performed by the device should be taken over by a corresponding failover device or at DR site and vice versa.

DAM setup/infrastructure may be subjected to audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the Company to co-operate and provide necessary information and support to the auditors. The Company must ensure that the audit observations are closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors. Extreme care should be taken by the Company to ensure that the observations do not get repeated in subsequent audits. Such non-compliance by Company shall attract penalty.

DAM set up should assure the compliance to the Indian regulatory requirements and also international regulations and laws where bank has its presence. Company is expected to study the regulations and comply with them.

The Bank has a complex infrastructure with multiple resources maintained and managed through multiple companies. So for seamless implementation close coordination is required with other companies and bank personnel. A robust documentation system needs to be in place for all to understand the process and their responsibilities. Therefore the company has to provide the documentation for the project including but not limited to references regarding scope, functional and operational requirements, resource requirements, project design/plan, product description, guidance for best practices, implementation guidelines, user acceptance test plan, operation manual, security implementation, training materials, evaluation scoreboards and matrices etc.

The User acceptance test shall be carried out by the bank as per mutually agreed Acceptance Test Plan against the systems requirements specified under TFS. The system shall be considered as accepted (supplied, installed and operationalized) only after ATP is completed as per the agreed plan and is duly signed/certified by the Bank and the Company.

The Company will provide competent onsite resource as per RFP from the date of signoff.

Bank may ask for security testing reports i.e. SAST and DAST and software integrity certificate for underlying code of application supplied to the Bank.

Company to provide escalation matrix with respect to categories of incidents.
**Project Timelines**

The project should be completed within 60 days from the date of acceptance of the purchase order by the company, as detailed below:

<table>
<thead>
<tr>
<th>Details</th>
<th>Period to complete</th>
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</thead>
<tbody>
<tr>
<td>Providing the detailed Project implementation plan and the Architecture that needs to be installed</td>
<td>Within 14 days from the date of acceptance of purchase order excepting the expected schedule</td>
</tr>
<tr>
<td>Delivery of required Solution</td>
<td>Within 42 days from the date of acceptance of purchase order</td>
</tr>
<tr>
<td>Installation, customization of solution, development of interface, integration etc.</td>
<td>Within 60 days from the date of acceptance of purchase order</td>
</tr>
<tr>
<td>Implementation for User Acceptance Test and training to bank officials and nominated persons at bidder’s cost.</td>
<td>Within 70 days from the date of acceptance of purchase order</td>
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</tbody>
</table>

**Contract Uptime:** As mentioned in RFP

**Maintenance Service:** As mentioned in RFP

**Training:** As mentioned in RFP

**Annexure B: DETAILS OF FEE AND PAYMENT SCHEDULE**

**Payment Terms:** As mentioned in RFP