



**Open REQUEST FOR PROPOSAL (RFP)  
For Procurement of Privilege Identity Management Solution and Facility  
Management Support (FMS)**

**Ref: HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024**

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 Request for Proposal (RFP) is to invite proposals for “**Procurement of Privilege Identity Management Solution and Facility Management Support (FMS)**” for the next 5 years extendable up to 1 year. The RFP should not be reissued or copied or used either partially or fully in any form.

**Please note that, Annexures 1 to 7 are the part of RFP.**

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## 1. Invitation to Bid

Bank of India is a major Public Sector Bank having around 5100+ domestic branches in India and around 60 Branches, Offices, JVs and Subsidiaries abroad. Domestic Branches network is being administered in three tier administrative structure i.e. Zonal Offices [69], Field General Manager Offices (FGMOs) [13] and Head Office. Bank of India sponsors three (3) Regional Rural Banks [RRBs] viz. Aryavart Bank (AGB), Madhya Pradesh Gramin Bank (MPGB) and Vidarbha Konkan Gramin Bank (VKGB). Bank is offering full range of commercial banking activities including Retail, wholesale, Foreign Exchange, Treasury Operations, SME, MSME, Large Credit, Infrastructure Finance, various banking services through other Alternative Channels like ATMs, CMS, Card Products etc.

Bank of India (herein after called the “Bank”) proposes to engage a suitable experience vendor and float open RFP for Procurement and Facility Management Support (FMS) for **Privilege Identity Management Solution for 5 years.**

Please note that all the information desired needs to be provided. Incomplete proposal will be disqualified.

### 1.1 Project Overview:

The bank has its primary Data Centre in Control S Mumbai, near site in Belapur and its disaster recovery site is at Noida. 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, Windows platforms and databases like Oracle, MS SQL, Postgres SQL, Hexadata, My SQL etc.

With multifarious servers, databases, network devices and applications serving as components of the critical infrastructure, continuous maintenance, management and monitoring of the resources are required. This requires users with higher privileges have access to the resources all the time. The management and maintenance services being completely outsourced and the Bank being the owner of the data and accountable to all the stake holders, it is imperative that the Bank must have a clear visibility of the operations of the privileged users on all the IT assets.

To achieve this goal, The Bank invites bids by way of open two bid (Technical & Commercial) RFP process to engage a suitable experience vendor and float open RFP for Procurement and Facility Management Support (FMS) for Privilege Identity Management (PIM) Solutions for next 5 years.

### 1.2 Objective of RFP:

Bank has decided to invite System Integrators (SIs)/ OEMs to bid for design, supply, implementation, operations and Facility Management Service (FMS) of Privilege Identity Management Solution. The selected Bidder will be responsible for design, implement, upgrade, rollout and support the solutions at the Bank’s DC, DR near DR sites in Mumbai & Noida. Selected Bidder will also supply and install all required infrastructure as per the broad objectives as outlined in this RFP.

### **1.3 Broad Scope of Work:**

- The successful bidder, called vendor or supplier or service provider, will migrate, upgrade and maintain the solution to the full satisfaction of the Bank with all the required functionalities. The system should be in HA architecture at DC as well as HA in DR. The vendor would be responsible for installation, upgradation, migration to VM, testing, commissioning, configuring, maintenance of the existing solution.
- OEM would be responsible for architecture design, migration and all technical support to maintain the required uptime through the vendor. The complete Plan, Design & implementation of the solution is to be done by the Bidder. Bidder has to arrange for OEM's resources and the bidder will be responsible for all co-ordination with the OEM and for completion of the implementation, within the timelines.
- OEM has to provide undertaking on company letter head that the architecture recommended is as per the OEM best practices and deployment plan. At the end of the implementation, the bidder has to arrange for a Certificate from the OEM, certifying that the implementation has been done in line with the OEM best practices and the deployed solution meets all the technical/functional requirements of the solution as specified in **Annexure-1,2 & 3** of this RFP.
- Any other components like middleware hardware/software/licenses etc. required in connections with the work will be supplied and maintained by the service provider.
- The Bank will only provide facilities/space to host the devices in case of any hardware other than Nutanix VMs which will be provided by the Bank.
- The vendor/OEM would integrate the solution with Bank's SIEM solution (QRADAR), DAM (Imperva), Vulnerability Management tool and hardening Management (Security center), AD/LDAP etc. No extra cost is payable for such integrations.
- 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.
- The proposed PIM solution\ architecture should be able to consume existing PIM logs which enable bank to view and analyze existing logs\ videos. Migration efforts will be in the scope of SI.

- **The Contract period will be of Five years with maintenance/support along with 24\*7\*365 onsite FMS support.** The vendor would provide full on-site monitoring, maintenance and training support for the contract period. The scope also cover 50 hours onsite OEM support when required by the Bank. The contract start date will be the solution signoff date from the bank. For this, the vendor has to deploy suitable resources at the Bank's premises till the completion of the activity with sign off from Bank. It is the System Integrator's(SI) responsibility to liaison with the OEM to provide complete technical support to the satisfaction of the Bank for the complete tenure of agreement.
- The Solutions should be deployed in the Bank's existing DC and DR Sites and wherever Bank migrates its servers in future. The Cloud based solutions should not be proposed under this RFP.
- The Existing Ticketing solution of BMC will be used as ITSM Tool. The BMC is used for monitoring of uptime for SLA adherence. The Vendor will be responsible for its integration and further any technical updates in the entity.  
The account Manager from SI shall track SLA reports and discuss on periodic basis with bank.
- The solutions should be designed in such a way that it cover all the three divisions of the Bank's Data Center i.e. Domestic, Foreign and Regional Rural Branches (RRB) having separate networks & all separate network segments of each.
- The solution deployment should be compliant with Bank's IS, IT and Cyber policies, internal guidelines, regulatory requirements and country wide regulations and laws from time to time.
- The solutions should be able to integrate various log types and logging options into SIEM, with Active Directory for user authentication, with BMC remedy or any other ticketing tool for ticketing/workflow/case management, unstructured data/big data, reporting/dashboard, use cases/rule design (customized based on risk and compliance requirements/drivers, etc.), with IT-GRC Solution etc. The proposed PIM solution should be in adherence to the guidelines provided in the RBI cyber security circular no RBI/2015-16/418 dated 2nd June 2016.
- The proposed PIM solution should be seamlessly integrated with the Bank's SIEM solution, Network Access Control ( NAC) solution, ITSM tools, IDAM, LDAP or any other existing or future solution, as required by the Bank.
- The proposed PIM solution should be compatible to integrate cloud based Users and services.

## **Detailed Scope of Work for PIM Solution**

### **Operation and Support Management:**

- The SI team will be responsible for day-to-day management, administration, monitoring, and support.
- Team will be responsible for Installations, uninstallations, onboarding, deboarding, etc.
- SI shall have Proactive and agile response on any new upgrade, global level alerts.
- Configure, test and roll-out add-on components/packages available in PIM solution.
- Ensure configuration management / backup PIM solution (DB, Application, and Staging).
- Ensure weekly database related housekeeping activities and report to Bank team.
- Timely plan and implement the upgrades, updates and patches as recommended by OEM and roll out across the Bank.
- Conduct quarterly performance review for PIM solution and report to bank.
- Conduct periodic reviews to optimize/strengthen the system.
- Providing necessary support, guidelines and training's from time to time to Bank Tech support and users.
- Analyze, troubleshoot & resolve PIM related issues raised by users at server or desktop level.
- Creation of PIM application Users.
- Creation of Server and User Groups.
- Retrieve PIM Logs on demand.
- Ensure proper escalations to the OEM support for quick resolution.
- Log call with OEM Back-end Support team for escalated issue.
- Monitor and ensure overall health of PIM Servers.
- Publish reports as per defined intervals.
- Patch the system in line with OEM patch releases.
- The Operations team has to do version upgrades of all underlying software / Middleware as per respective OEM recommendations.
- The Team should conduct DR Drills for PIM solution as per bank defined policy and emergency DR cutovers as per Bank's requirement.
- Maintain and periodically update SOPs and other documents as per Bank policy.
- Responding to audit queries related to PIM solution.
- Team should also assist other internal teams in troubleshooting real time issues.
- Mitigating vulnerabilities or observations reported during security audits, VA&PT, and regulatory technology audits (internal, external, and concurrent).
- Maintain and periodically update SOPs and other documents as per Bank policy.
- Monitor operations for solutions implemented at Bank
- Resolving technical issues & coordinating with OEM as escalation follow-up for long pending Tickets & calls
- Co-ordinate with all stake-holders
- Monitor quality and risk related activities
- Identify and implement best practices during project operations at Bank

## **Pre on boarding requirement:-**

The successful bidder will be responsible for Bank security clearance of application and related infra before production movement.

## **List of documents to be submitted for pre-production clearance by CISO :-**

- Solution/product's Bank specific deployment architecture documentation High Level (HLD) & Low level (LLD) duly approved by the bank.
- Asset register having details of hardware, software, and any licenses with version details in the bank format.
- Software integrity certificate for the solution from OEM in the bank prescribed format.
- Documentation pertaining to functional specification, Technical Specification, Data flow details, Encryption details, PII data handling and application administration SOP.
- Source code testing report/ compliance confirmation for the solution any customization performed for the bank.

Clean application Security testing report / compliance confirmation (SAST & DAST) for the solution from third party CERT-In empaneled audit firm.

## **1.4 General Requirements for Purchase of PIM Solutions:**

- Bank is not liable to procure all products, components in the solution and may remove the solution at any stage, at its sole discretion, till issuance of PO from proposed solution that is part of this RFP.
- The cost of each of the line items is to be mentioned separately even if the line item may be a part of a software suite. Bank will make the payment for the line items as and when it is being procured by it.
- If a line item is an integral part of the suite and cannot be segregated, the bank is not compulsorily bound to make the payment for the items not intended for procurement.
- The Bank has a captive SOC and a host of security solutions in place. The proposed solutions should be able to seamlessly integrate with the existing solutions in the Bank. The Integration work will be responsibility of bidder failing which Bank may reject the procurement without any cost or liability to the Bank. On its part the Bank will provide the required support from existing solutions on-site management teams.
- If a solution fails to meet the technical requirements of RFP during the implementation/before sign-off phase, Bank reserves the right to reject the solution with no cost to the Bank and recover all payments made for that solution. However, in such cases the bidder may offer an alternate solution to the Bank which fulfils technical requirements of the RFP with no extra cost to the Bank. The acceptance of the alternate solution will be at the sole discretion of the bank.
- The Bidder would be responsible for supply, installation, testing, commissioning, configuring, Facility Management Service, Operation & Maintenance of the solutions, warranty and AMC of licenses for PIM (software) as part of this **RFP for a period of 5 years extendable for one more year at the rate of last year of contract with same terms & conditions.**

- Bank will provide Nutanix VMs for installation of the solution. All other hardware, software, databases etc. are to be provisioned by Bidder in Bill of Material of this RFP. Bidder will be responsible for all the installation, testing, commissioning, configuring, Facility Management Service, Operation & Maintenance of the hardware/OS/Database used for the solution without any additional cost to the bank.
- During the currency of the contract, all upgrade requirements for software, licensing, implementation of upgrades/patches/version changes etc. due to whatsoever reason including but not limited to EOL or EOS, would be done by the bidder without any additional cost to the bank.
- If during the contract period, the solution is not performing as per specifications in this RFP, bidder shall upgrade/enhance the devices or place additional devices and reconfigure the system without any extra cost to the bank till the required performance is achieved.
- The Contract Term / Project period to be considered as **63 months with Implementation period of 3 months & Operational period of 60 months** . Initial period of one months from PO issue date will be considered for delivery of software & licenses and next two months for implementation of the solution. **The Five-year active life of the solution will start from Sign-off date.**
- The solution pending for sign-off beyond Implementation period of 03 month will attract penalty for implementation delay. If reason for delays are not attributable to the Bidder, such cases will be suitably considered by the Bank.
- As the late sign-off of PIM solution may impact the Warranty / AMC timelines under back-to back agreements of SI with OEM, they are advised to take care of the same in their agreements with OEM. The Bank will not consider any request for adjustments in such cases and will seek full Five-year active life of solution with full OEM support & services.
- Initial and Additional license requirements for PIM Solution, HA/DR infrastructure, storage requirements and other information is captured in **Annexure -5** Sizing.
- The services/solution offered should be modular, scalable both horizontally & vertically, and should be able to address Bank's requirements during the period of contract and even beyond future license figures given.
- Solution supplied under this contract should be IPV6 & TLS 1.3 ready.
- The services/ solution in scope should be designed with adequate redundancy and fault tolerance to meet the Business Continuity requirements of the Bank.
- The services / solution offered should not have any significant adverse impact on the existing infrastructure/ business of the Bank neither during installation nor during operation. There should be no service disruption as part of implementation or any upgrades. Any such incident may attract penalties.
- All the software, licenses, solution and services required at Bank's premises for deployment and operation of these solutions shall be delivered by SI as part of this RFP .
- The Solution should be able to keep 6 months' data online while backup of older data more than 6 months till ten years shall be backed up using Banks existing backup solution.
- Solution proposed must have a post- sales OEM production/Enterprise category support through established service centers / offices preferably within India. Successful bidder has to submit a copy of such support availed by them to the Bank.



- The proposed solution should be latest one and should not be end of life or end of sale at the time of bidding and the OEM should guarantee that the solution support will be provided for a **minimum of 5 years by the OEM from the date of purchase extendable up to 1 year on same terms and conditions.**
- The Bank has a complex infrastructure with multiple resources maintained and managed through multiple vendors. So for seamless implementation close coordination is required with other vendors and bank personnel. A robust documentation system needs to be in place for all to understand the process and their responsibilities.
- The New SI shall have to Work/ Liaison with the various departments of the Bank, existing application vendors of the Bank for integration of services/ solutions with existing application platforms, servers, security devices, storage environments, enterprise network, and security solutions.
- The bidders shall also provide the following documents as part of the deliverables of the project.
  - ❖ Original manuals of all proposed software/applications.
  - ❖ Standard Operating Procedures.
  - ❖ Installation & Configuration Documents.
  - ❖ Network & Security Design Documents (Will be approved by the Bank).
  - ❖ Troubleshooting Manual.
  - ❖ Executive summary report for the project to the management.
  - ❖ Functional and operational requirements.
  - ❖ Project design/plan.
  - ❖ Product description
  - ❖ Guidance for best practices, implementation guidelines
  - ❖ User acceptance test plan, if any
  - ❖ Training materials
  - ❖ Once a year health check-up report by OEM PS team.
- All the above documents (soft copy or hard copy) should be provided by the SI, vetted by the bank, suggestions incorporated by SI and then provided to the Bank. Bidder will be sharing revised documents whenever there is upgrade or change in any of above parameter.
- **Training:**  
The Bidder shall provide training by OEM or its Certified Training partner to the identified Bank personnel / team (5 in number) for PIM solution for features / service architecture, and functionality after implementation and then two additional trainings at the gap of 2 years each. The first training shall be arranged before the solution signoff. Yearly ATS payments will be released after completion of training for the respective year.

### **1.5 Implementation & Ongoing Compliance Requirements:**

For the purpose of implementation, the following points should be noted:

- The solution, service, Licenses, software and all other necessary items would be provided by the Bidder.
- No additional payment apart from the final tender bid value will be processed/released by the Bank to the Bidder under any circumstances.
- All Software / Databases deployed as part of solution at Bank under scope of this RFP should be licensed one with back-to-back support contracts from respective

OEMs. The licenses should be in the name of Bank of India or specifically purchased for bank with Bank's name mentioned in license & copies of these should be submitted to Bank.

- Bidder should supply products as specified, and Services which includes Implementation, Integration, management, maintenance, audit compliance and knowledge transfer in respect of their solutions as detailed in the subsequent sections.

### **1.6 Implementation Planning:**

- The Bidder, in coordination with OEM should do a gap analysis and submit a detailed study of the Bank's infrastructure and requirements, road map mentioning all the pre-requisites, time-frame of mile-stones/ achievements leading to the full operationalization of the solution vis-à-vis Bank's requirement.
- The Bidder has to develop the project plan, get it approved by the Bank and then implement the project based on timelines agreed. The Breach of agreed timelines will attract penalties mentioned in Service Level Agreement section of RFP.
- In Solution design the Security best practices should be taken care of by design team.
- All Solution's Architecture deployment & configurations done at the Bank should be vetted by OEM before Sign-Off from Bank.
- If the Bidder/ SI lacks the expertise for a particular in-scope solution, then the OEM can provide implementation service and support for its own solution only on behalf of the Bidder/ SI. However, Bidder/ SI will be held accountable for OEM's inaction and penalty charges would be levied as per the SLA terms to Bidder/ SI.

### **1.7 Ongoing Compliance & Improvement:**

- The Bidder would be responsible for updates, patches, bug fixes, version upgrades for the entire infrastructure/solution during the period of the contract, warranty and AMC without any cost to the bank.
- In addition to Operations Management of their own solutions, the on-site team will be responsible for closure of findings of VAPT and SCD review conducted by the Bank on underlying assets of these solutions.
- The onsite support team will be responsible for any policy level changes, updates in the solution with respect to any Regulatory, external, internal audit compliances. Wherever applicable, OEM support shall be engaged for such compliances without any cost to the bank. Further the onsite team will update daily monitoring trackers and sheets with respect to compliance assessments and improving the policies configured on an on-going basis for each solution.
- Periodic health checks should be carried out by on-site team every quarter to ensure the quality of implementation and operations and health check up by OEM should be carried out every year. Health check cost should be separately mentioned in pricing sheet.
- For any technical/operational issues in the application, the onsite team will be responsible to resolve the issue within the stipulated timelines defined in SLA. Bidder and OEM shall provide the RCA for any technical issue in the application on an immediate basis.

- For solution related upgrades, onsite support team/SI will be responsible for any patching, OS, DB, Firmware updates etc.
- The OEM PS team is expected to submit the yearly health check report for solution deployment at the Bank before yearly Pay-outs by Bank to SI.  
Onsite support team will be responsible for changes/upgrade/policy updates in the application suggested by OEM PS team without any cost to bank.
- Bidder will be responsible for all technical support to maintain the required uptime. Initial installation, configuration and integration should be done by the Bidder. The Bidder would be the single point of contact. The Bidder should have necessary agreement with the OEM for all the required onsite support for entire project period. Bidder should have back-to-back support with OEM during the total contract period for necessary support. Bank may request Bidders to conduct POC of Proposed PIM solution during Technical Evaluation phase.
- Bidder has to adhere to agreed Service Level Agreements (SLA) and periodic monitoring and reporting requirements of the Bank.
- The project may be subjected to audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the Bidder to co-operate and provide necessary information and support to the auditors. The Bidder 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 Bidder to ensure that the observations do not get repeated in subsequent audits. The Repeat non-compliance by Bidder shall attract penalty.
- The Compliance to various audits like ISO 27001:2013 PCI DSS, ISO 22301 etc., should be ensured by the Bidder.

## **2. Contract Expiry / Termination:**

- i. 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.
- ii. 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 with same rate.

## **3. Sizing & Scope of work for PIM solution:**

- PIM solution's initial and future license requirements, HA/DR infrastructure, storage requirements and other information is captured in **Annexure-5 Sizing**.
- The Sizing of PIM Solution should be done on the basis of Initial license requirements given by the Bank. The Active life period of 5 years is expected for PIM solution. The same solution should be scalable to cater additional license requirements.
- The Bidder shall ensure and analyze that any additional hardware/ software/ network equipment required to operationalize the respective solutions/ devices must be provisioned by the Bidder while proposing the Solutions to the Bank and their details should be given in the technical and commercial bill of material.
- If the same is not ensured, the Bidder shall be responsible to provide such hardware/ software/ networking equipment free of cost to the bank at the time of implementation.

- The services/ solutions offered should be modular, scalable both horizontally & vertically, and should be able to address Bank's requirements during the period of contract even beyond future license figures given.
- The services/ solutions in scope should be designed with adequate redundancy and fault tolerance to meet the Business Continuity requirements of the Bank.
- The Bank may ask the Bidder to provide calculations/ logic arrived at the sizing for all appliances/ hardware as part of the response.
- Bank may procure additional PIM license at same rate in case of any business requirement within 2 year period from PO issuance.

#### **4. Warranty of Equipment**

- Warranty will commence from the acceptance date / Sign-Off Date by the Bank for PIM solution.
- The selected Bidder shall provide a comprehensive warranty for the Solution that are delivered & installed at Bank's sites for a **period of one year**. The first day of this period will be the sign off date.
- Bidder would be responsible for all technical support to maintain the required uptime. The Bidder should have necessary back-to-back support agreements with the OEMs for all the required onsite support for entire project period.
- 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).
- The warranty & AMC period should include technical on-site support from the Bidder and back to back OEM support for software updates, OS upgrades, version upgrades, troubleshooting, TAC support from the OEM and all relevant updates for all the modules procured as part of this RFP to ensure that the most updated security risk library is available to the Bank at any given point in time.
- During the warranty & AMC period, the Bidder will have to undertake comprehensive maintenance, support for proper operation, performance and output as specified in RFP for the solution supplied by the Bidder.
- During the warranty period, the Bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the solution.
- The successful Bidder shall ensure that the services of professionally qualified persons shall be available for comprehensive on-site maintenance of the equipment during contract period.

#### **5. Annual Maintenance Contract**

- BOI reserves the right to go with any other Bidder for AMC during AMC period if Bank finds that the services provided by the bidder are not satisfactory.
- The selected bidder shall provide comprehensive AMC for the Solution that are delivered & installed at Bank's sites for a period of five years.
- If Bank decides to avail one-year additional support for solution, their AMC Contracts shall be extended accordingly by Bidder on the same rate.
- Bidder will be responsible for all technical support to maintain the required uptime. The Bidder should have necessary back-to-back support agreements with the OEMs for all the required onsite support for entire AMC period.
- 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).

- The AMC will cover on-site support from the vendor and back to back OEM Support for software updates, OS upgrades, version upgrades, troubleshooting, TAC Support from the OEM, and all relevant Updates for all the modules procured as part of this RFP to ensure that the most Updated security risk library is available at any given point in time to Bank.
- During the AMC period, the Bidder will have to undertake comprehensive maintenance support for PIM solution to ensure proper operation, performance and output as specified in RFP for solution supplied by the Bidder.
- During the AMC period, the Bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the solution.
- The successful Bidder shall ensure that services of professionally qualified persons will be available for comprehensive on-site maintenance of the equipment during the AMC period.

## **6. Insurance**

- The successful Bidder should obtain insurance cover for the equipment if any supplied, for all risks up to date of delivery of the devices and acceptance by bank.
- The cost for the same will be borne by the successful Bidder.
- Successful bidder has to submit a copy of the insurance document to the Bank.

## **7. License Requirements**

- The PIM solutions supplied as part of this RFP should be supplied with Enterprise-wide License. Bank will have the right to use the solutions for the functions provided by the solutions in any manner and for at any branches, offices, subsidiary units, joint ventures, RRBs, irrespective of the geographical location of the devices being monitored. Bank will also have a right to relocate any one or all the solutions to different locations.
- All application Licenses should be supplied by the bidder as per solution requirements and individual OEM licensing policies. The Successful bidder will have to certify the adequacy of licenses supplied to Bank and will have to indemnify the Bank in case of any adverse finding during OEM Audits.
- Any upgrade in Software, Middleware, Database and OS Licenses shall be catered by Successful Bidder without any cost.
- Freeware/Open source solutions/software's/OS/ Databases will not be accepted by the Bank.
- Bidder shall provide list of licenses to be procured as part of the commercial bid and also maintain the inventory database of all the licenses and the updates installed.
- All Software Licenses should be in the name of the Bank or specifically purchased for the Bank with Bank's name mentioned in license & copies of these should be submitted to Bank.
- **Bank has existing Perpetual Licenses of ARCON PIM solution for 2500 devices and 700 Users.**

## **8. Implementation & Integration**

- The technical specifications required from the solutions are mentioned in **Annexure 1,2 & 3**.
- During Implementation phase one dedicated On-Site project manager shall be provided by the successful Bidder at Bank Site to have timely & smooth project implementation. He/ She should provide the bank the completion certificate signed by his/her project lead, mentioning all the technical specification provided in this RFP.
- 10 days before delivery of the solutions, the Bidder is required to review the Bank environment and specify any additional requirements that the Banks may need to provide for seamless implementation of the solution.
- The Bank has a complex infrastructure with multiple resources maintained and managed through multiple vendors. So for seamless implementation, bidder is required to coordinate with other vendors and bank personnel.
- It will be the responsibility of the bidder to integrate existing and new solutions without any additional cost to the Bank.
- Free upgrade should be provided for solution and its component, if the end of life occurs within the period of contract with bank.
- All the patches/versions/upgrades/ should be applied as and when released by the OEM.
- Patches for All vulnerabilities should be closed as per the SLA terms defined in Service Level Agreement for Operations Phase.
- Bidder/ System integrator is responsible for configuring the solutions as per Secure Configuration Documents (SCD) available with the Bank.
- The technical bid should include an overview of the processes mentioned above.
- Develop & Publish Escalation Matrix regularly over the project period to Bank with details of SI & OEM Key persons in order to handle Security & other Incidents efficiently.
- OEM/Bidder will share their generalized APIs with the Bank so that existing as well as future solutions can be integrated without any additional cost to the bank.

## **9. Bidder Evaluation and Methodology**

### **Pre-Qualification Criteria**

- Only those Bidders who fulfil the pre-qualification criteria for Bidder and OEMs as mentioned in **RFP section 19**, are eligible to submit response to this RFP.
- The Bidder is required to provide factually correct responses to the RFP.
- Adequate justification for the response (including the technical and other requirements) should be provided as part of the response. In case the Bank finds any response to be inadequate, the bank has the right to ask for additional explanation/justification. In the event of any discrepancy in the response submitted by the Bidder, the Bank reserves the right to disqualify the Bidder and the OEM.
- The Bank reserves the right to change or relax the eligibility criteria to ensure inclusivity.
- The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer.

## **10. Make in India Clause**

### **A. Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)**

Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry,

Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated May 29, 2019. Revision issued letter No. P-45021/2/2017(BE-II) dated June 04, 2020.

(a) Among all qualified bids commercial will be considered for the bidders who qualify the technical criteria.

(b) The local supplier at the time of submission of bid shall be required to provide a certificate as per FORMAT15 from the statutory auditor or cost auditor of the company (in the case of companies) attesting to the same.

## **11. Certificate of Local content**

Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letterhead with Registration Number with seal as per the **FORMAT 15**.

## **12. Evaluation Methodology**

Bidder will submit Technical Bid and Commercial Bid as per the terms and conditions of this RFP. This RFP will be evaluated through a process that will consist of two stages:

- I. **Technical Bid** Opening (All the technical specification to be complied).
- II. **Commercial Bid** Opening (Reverse auction process details are mentioned in **Annexure 7**).
  - Only those Bidders who qualify as per the pre-qualification criteria will be considered for detailed technical bid evaluation.
  - The Commercial Bids will be opened for only technically qualified bidders.
  - The Bids that do not qualify at any stage will be rejected.

### **a. Technical Evaluation of Bidders**

- Technical Bids will be opened first as per the Schedule laid down by the Bank in this RFP and each bid will be evaluated against technical requirements defined in Technical Specifications.
- For PIM solution features listed in **Annexure – 1** must be complied. The bidder must provide proof/reference for each point from data sheet of the solution.
- Commercial bid of only the Technically Qualified bidders will be opened.

### **b. Commercial Evaluation of the Bidders**

- Contract against this RFP will be awarded to the L1 Bidder only for the solution procured by the bank.
- The Bidders are required to submit commercial bid as per **Annexure 4**.
- Commercial bids quoted in any other currency than INR will be disqualified.
- The Commercial Bid shall be opened post the technical evaluation. The Bids shall be opened only for the technically qualified bidders in presence of the Bank.
- Bidders are requested to quote the best price in the Commercial bid.
- Commercial evaluation will be done through reverse auction as per the guidelines given in **Annexure 7**.
- Bank will conduct Reverse Auction as per guidelines given in **Annexure 7** among the Technically Qualified Bidders, for providing opportunity to the Bidders, to quote the price dynamically, for the procurement for which RFP is floated. The reverse auction will be done for each line-item/ solution separately. The L1 bidder would be

decided on sum of the prices quoted by the bidder for each of the line-items / solutions to be procured by the bank.

- The bank shall publish a date for the reverse auction to the technically qualified bidders.
- The bidder is expected to provide a revised commercial bill of materials after reverse auction within 24 hours as defined in **Annexure 7**.
- The lowest quoted price for proposed solution / line item in commercial bids shall act as base price for Reverse auction of that particular solution / line item.
  - The Bidder is expected to complete the responsibilities that have been assigned as per implementation timelines submitted as per **Annexure 6**: Project timelines.
  - The Failure to meet the agreed timelines / Service levels will attract penalties.
- The Successful Bidder have to submit to Bank one performance guarantee (PG) of amount equivalent to **5%** of project value valid for period of **72 months** i.e. contract term plus 12 months claim period from some other public sector Bank other than Bank of India.

### **13. Service Level Terms – Project Implementation Phase**

#### **1. Delayed Delivery-**

- 0.5% percent of the respective software and license cost would be levied as a penalty for every one week delay as per delivery timelines per product/service.

#### **2. Delayed Implementation –**

- 0.5 % percent of the total implementation fees would be levied as a penalty for every one-week delay after four months implementation phase. The Total Penalty Cap on implementation delay will be 25% of Implementation fees per solution/product.

### **14. Service Level Terms – Operations Phase**

- The Bidder is required to adhere to the service level agreements as mentioned in SLA Format.
- The Non-Compliance to Service Level Agreements will result in penalties charged from Quarterly Operational Payments.
  - For repeat failure, same or higher penalty will be charged depending upon the delay in rectification of the problem.
  - The penalty for operational SLA will be maximum of 10% of total quarterly operational payment.
  - However, the Total Penalty for this project will be capped at 10 % of total project cost for a bidder.
  - Solution uptime is to be maintained without any consideration of devices in HA mode. If a function at the primary site is down, the same should be shifted to DR site within the SLA parameters. For Highest Priority Calls (P1 – Calls), expected response time is 15 minutes (Response Time – Ticket to be logged in tool & communicated to stake holders within 15 minutes). The expected Resolution Time for Highest priority calls is 4 hours
  - The “Solution Uptime” is, for calculation purposes, equals to the Total number of hours of the day in a month, less Downtime in number of hours. Any part of hour is treated as full hours.
  - The “Downtime” is the time between the Services / Device being un-available to user / System Alert and Time of Restoration/Rectification within the contracted hours. "Failure" is the condition that the solution / Device is not available to users. "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 monthly basis as follows:

**(Total hours in a month - downtime hours within the month)**

-----x 100

**Total hours in a month**

### 15. Penalty Clauses for Operations Phase

Service Area	Service Level	Penalty
<b>Availability Management</b>		
Uptime of the solution for High availability setup	Uptime % of application calculated on monthly basis for each solution.	Penalty as XX% (as mentioned below) of monthly operational charges. If the uptime is below 98%, then Bank shall have full right to terminate the contract with the Bidder.
	99.9% and above	NA
	98% to 99.9%	5%
	95% to 97.99%	10%
	90% to 94.99%	15%
	80% to 89.99%	20%
	70% to 79.99%	50%
	Less than 70%	100%
Uptime of the solution for Non High availability setup	Uptime % of application calculated on monthly basis for each solution.	Penalty as XX% (as mentioned below) of monthly operational charges. If the uptime is below 95%, then Bank shall have full right to terminate the contract with the Bidder.
	97% and above	NA
	95% to 96.99%	10%
	90% to 94.99%	15%
	80% to 89.99%	30%
	70% to 79.99%	50%
	Less than 70%	100%
Uptime of the Hardware	<b>Individual systems at DC/DR.</b> Uptime % calculated on monthly basis for affected systems. In case of any hardware problems which have been provided by the Bidder should ensure that replacement devices are made available within 6 Hrs. Downtime beyond that period will attract penalty.	For Each Downtime of the System Penalty be as under Up to 2 Days - Rs. 50000 After 2 Days – Rs. 100000 After 7 Days - Rs. 300000 Beyond 10 days - Each day penalty of Rs. 500000/-

Service Area	Service Level	Penalty
<b>Manpower Management</b>		
Manpower Services	Bidder to provide experienced and certified manpower at Bank premises as per RFP. Any delay in resource deployment or absence of resource will attract penalty.	<ul style="list-style-type: none"> <li>• Penalty of Rs. 15000 per week for absence per week for each L2 resources in addition to deduction of relevant day's resource's unit cost.</li> <li>• Penalty of Rs. 20000 per week for non-deployment of resource per week for L2 resource in addition to deduction of relevant day's resource's unit cost.</li> <li>• Penalty of Rs. 5000 per day for resources not serving required notice period of 30 days for each L2/L3 resources.</li> <li>• Replacement resource should report 15 days before relieving of incumbent.</li> </ul>
	Bidder have to replace the manpower if specially asked by the Bank with in a period of one month. A delay beyond next Month billing cycle will attract the penalty.	<ul style="list-style-type: none"> <li>• Penalty of Rs. 10000 per week for delay in joining of new resource as replacement for L2/L3 resource.</li> </ul>
<b>Service Delivery Management</b>		
Service Call Logging	The Service Calls received via Email or Phone should be logged in Ticketing Tool immediately by the Team with proper assignment of work to internal team members or other teams. Failure to lodge calls beyond permissible time of 30 min. will result in penalties.	<p>For breaches for calls under Critical &amp; High Category –</p> <ul style="list-style-type: none"> <li>• More than 5 % of total monthly calls, then 2 % of monthly operational cost.</li> <li>• More than 10 % of total monthly calls, then 4% of monthly</li> <li>• More than 15 % of total monthly calls, then 8% of monthly operational cost.</li> </ul>
		<p>For breaches for calls under Medium &amp; Low Category –</p> <ul style="list-style-type: none"> <li>• More than 10 % of total monthly calls, then 1% of monthly operational cost.</li> <li>• More than 20 % of total monthly calls, then 2% of monthly operational cost.</li> <li>• More than 30 % of total monthly calls, then 3% of monthly operational cost.</li> </ul>

Service Area	Service Level	Penalty
Service Call Closure	<p>The Tickets opened should be closed with in prescribed time limits based on criticality of calls.</p> <ol style="list-style-type: none"> <li>1. Critical Category – 1 Hrs</li> <li>2. High Category – 3 Hrs</li> <li>3. Medium - 8 Hrs</li> <li>4. Low - 2 Days</li> </ol>	<p>For breaches for calls under Critical &amp; High Category –</p> <ul style="list-style-type: none"> <li>• More than 5 % of total monthly calls, then 2% of monthly operational cost.</li> <li>• More than 10 % of total monthly calls, then 4% of monthly</li> <li>• More than 15 % of total monthly calls, then 8% of monthly operational cost.</li> </ul>
		<p>For breaches for calls under Medium &amp; Low Category –</p> <ul style="list-style-type: none"> <li>• More than 10 % of total monthly calls, then 1% of monthly operational cost.</li> <li>• More than 20 % of total monthly calls, then 2% of monthly</li> <li>• More than 30 % of total monthly calls, then 3% of monthly</li> </ul>
<b>Security Vulnerability Management</b>		
Version Upgrade Major/ Minor for all Software / Middleware	<p>The Operations Team have to have version upgrades of all underlying software / Middleware as per respective OEM recommendations &amp; Publish the Quarterly version upgrade calendar for the same. Failure to comply with Version upgrade calendar will attract penalties.</p>	<p>For breaches of Version upgrade Calendar –</p> <ul style="list-style-type: none"> <li>• For more than 10 % of total Software Components More than 15 days, then 1% of monthly operational cost.</li> <li>• For More than 20 % of total Software Components More than 15 days, then 2% of monthly operational cost.</li> </ul>
		<p>For breaches of Version upgrade Calendar –</p> <ul style="list-style-type: none"> <li>• For more than 10 % of total Software Components More than 30 days, then 2% of monthly operational cost.</li> <li>• For More than 20 % of total Software Components More than 30 days, then 4% of monthly operational cost.</li> </ul>

Service Area	Service Level	Penalty
Patching of all Hardware / Software / Middleware	All underlying hardware / software / Middleware to be patched as per respective OEM recommendations. Failure to comply with Patch calendar will attract penalties.	For breaches for patch Calendar – <ul style="list-style-type: none"> <li>For more than 10 % of total Hardware / Software Components More than 15 days, then 1% of monthly operational cost.</li> <li>For More than 20 % of total Hardware / Software Components More than 15 days, then 2% of monthly operational cost.</li> </ul>
		For breaches for patch Calendar – <ul style="list-style-type: none"> <li>For more than 10 % of total Hardware / Software Components More than 30 days, then 2% of monthly operational cost.</li> <li>For More than 20 % of total Hardware / Software Components More than 30 days, then 4% of monthly operational cost.</li> </ul>
Closure of VA / PT , Advisories and SCD Points on all Hardware / Software / Middleware	All identified vulnerabilities over underlying hardware / software / Middleware to be patched as per respective OEM recommendations. Failure to close these calls within timelines will attract penalties based on criticality of calls. <ol style="list-style-type: none"> <li>Critical Category– 7 Days</li> <li>High Category – 15 Days</li> <li>Medium- 30 Days</li> <li>Low - 60 Days</li> </ol>	For breaches for timelines under Critical & High Category – <ul style="list-style-type: none"> <li>More than 5 % of total hardware / software / Middleware to be patched, then 2% of monthly operational cost.</li> <li>More than 10 % of total hardware / software / Middleware to be patched, then 4% of monthly</li> <li>More than 15 % of total hardware / software / Middleware to be patched, then 8% of monthly operational cost.</li> </ul>
		For breaches for timelines under Medium & Low Category – <ul style="list-style-type: none"> <li>More than 5 % of total hardware / software / Middleware to be patched, then 1% of monthly operational cost.</li> <li>More than 10 % of total hardware / software / Middleware to be patched, then 2% of monthly</li> <li>More than 15 % of total hardware / software / Middleware to be patched, then % of monthly operational cost.</li> </ul>

Service Area	Service Level	Penalty
Event Occurrence	Any event defying the objective of the solution will attract penalty.	<ul style="list-style-type: none"> <li>• If the total number of events are less than 5, then 5% of monthly operational cost.</li> <li>• If the number of events range from 5 to 10, then 10% of monthly operational cost.</li> <li>• If the number of events are less than 10, then 15% of monthly operational cost.</li> </ul>
<b>Knowledge Management</b>		
Certification of Onsite Staff	The Onsite resources deployed by the Bidder should possess the required Certificates or they should acquire the same within a period of 3 months. Any resource deployed onsite without required certification will result in penalties.	Rs. 1000 penalty for each such resource for each defaulted month will be imposed.
OEM Training once in 2 years	Training not conducted by OEM to the bank personnel and on-site bidder resources as per requirements of RFP.	The OEM training cost of relevant year would not be paid. Additionally, Rs. 5000 penalty for each defaulted month will be imposed.
OEM Health Check	Health check not conducted by the OEM PS team once in a year	<ul style="list-style-type: none"> <li>• Penalty of Rs. 10000 will be charged for each defaulted month.</li> </ul>
Root-Cause Analysis (RCA)	Non submission of RCA for any incident.	<ul style="list-style-type: none"> <li>• Penalty of Rs. 10000 will be charged if Non submission of RCA within 3 Days of problem resolution.</li> </ul>

## **16. Project Timelines**

- **Delivery of Software and all Licenses:** All the software, licenses and necessary components must be delivered within one month of issuance of purchase order to the successful Bidder.
- **Implementation:** All the software, licenses and necessary components supplied as part of final PO must be implemented and integrated with existing solutions including SIEM, BMC (Ticketing & capacity monitoring), IDAM within implementation period of three months from PO date.
- Therefore, it is expected that the Go-Live period for solution will be 3 months after issuance of PO. The Five-year active life of solutions will start after Sign-off date for respective solution.
- As the late sign-off of any solution may impact the Warranty / AMC timelines under back-to back agreements of SI with OEM, they are advised to take care of the same in their agreements with OEMS. The Bank will not consider any request for adjustments in such cases and will seek full Five-year active life of PIM solution with full OEM support & services.
- The Bidder has to submit approximate project timelines as per **Annexure 6**.
- The above timelines are tentative and may be extended at the discretion of the Bank at no extra cost to the Bank at the time of project planning / Implementation phase.
- If agreed timelines are breached, it will result penalties to the Bidder. However, If the Cost of delay is due to any dependency at the Bank end, suitable extensions can be considered by competent authority of Bank.

## **17. Bidder's Team Structure**

### **1.1 Implementation Phase**

- All team resources included in implementation should be on the payroll of Bidder or OEM.
- The OEMs shall provide on-site resources without any cost to bank, at each deployment location for their respective solutions during the implementation phase in case the Bidder is not able to resolve the Bank's queries/ delays in implementation or as necessitated by the Bank.
- **Subcontracting:** The Bidder / OEM is not permitted to subcontract the Implementation & ongoing operations (including facility management) of the solutions offered under this RFP to other organizations.

### **1.2 Team Members and Their Roles & Responsibilities (Implementation Phase)**

#### **i. Project Sponsor**

A senior management member from the Bidder shall be identified as the project single point of contact acting as Project Sponsor. His/her responsibilities are outlined below:

- Primarily accountable for successful implementation of the project across Bank
- Act to remove critical project bottlenecks.
- Identification of working team members, project management office members and team leads.
- Single point of contact for Bank's senior management
- The project sponsor shall be part of steering committee for implementation.

ii. Team Leads cum Project Manager

- Monitor Project implementation at Bank.
- Co-ordinate with all stakeholders.
- Monitor quality and risk related activities.
- Identify and implement best practices during project deployment at Bank.
- Periodic reporting to Bank on the status, issues/ challenges faced and how these are handled.
- Lead daily implementation efforts.
- Proactive and agile response to bank for any issue, requirements.
- Report the progress to Bank.
- Identify, report and advise risk and its mitigation measures to Bank.

iii. Working Team

- Implementation of the solution carrying out all the activities related in the scope.
- Perform the Activities as per Scope of work for solution & SLA.
- Customize devices as per requirements.
- Perform acceptance testing for each device/solution.

iv. OEM Team

OEMs shall provide on-site resources at each deployment location for their respective solutions during the implementation phase for:

- Validation of solution design and architecture
- Continuous monitoring of implementation at each location
- Provide SME support to working teams
- Ensure customization is 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 implemented by the OEM Professional Service team.
- Development of APIs wherever required as per future implementations.
- Resolution, Customization and reporting as per recommendations in yearly Health checkup.

v. Operations Phase

- As part of Operations Phase, OEM professional Service team has to conduct yearly health check PIM solution to ensure best practices are followed and submit a report for the same to the Bank.
- OEM team shall support from onsite in case of no resolution by SI for technical issues within the SLA terms.
- Operation team and Project Management/Implementation/Roll out team should be separate.
- Operations phase will begin once implementation of the solution has fully completed and acceptance/sign-off has been received from the bank.
- The bank requires 24X7X365 operation with equal efficiency.
- Company has to provide background verification certificate before deploying the resources.
- The Police verification (PV) certificate should also be provided by bidder for all the resources deployed onsite at Bank with in a period of 2 months.

vi. Manpower Required:

Type	Quantity
L2 : 24 x7 x 365 (366 in leap year) onsite	5

- In case of exigency L2 & other support arrangements should be available even during off-hours as a part of the crisis / incident management process.
- **Manpower requirements:** The SI may decide on any number of shifts of any time duration thereby ensuring availability of stipulated manpower (L2) through-out the required duration for the type of support.
- **Bidder has to provide Shift Roster and calculation to justify provided resources count as part of Technical bid submission. In case Bidder fails to provide the justification acceptable to Bank, the Bid will be rejected.**
- **Buffer arrangement:** The SI will maintain enough provisions of additional manpower for managing the absence of any resources due to whatsoever reasons. (Like company policy, work-hour limitations, leave, sickness, recess, interval, training, etc.)
- The Bidder should share details and explanations as to the number of manpower they will provide for the services with Technical Evaluation documents.
- The Successful Bidder shall deploy their own pay-roll employees' On-Site Bank of India for all i.e. L2 Level employees, undertaking from company to be submitted.
- The Onsite Resource Qualifications –

Type of Engineer	Educational Qualification
L2	<p>Should be Science Graduate (IT / Computer), preferably, BE/B. Tech/MCA/MSC Computer Science with minimum 3 years of relevant and 5 year total experience in the field of IT Security and implementation/support of in-scope solutions Should be certified with at least 2 certifications out of the following:</p> <ul style="list-style-type: none"> <li>• CCNA/RHCE/CompTIA</li> <li>• OEM certification for the solutions part of this RFP</li> </ul>

To ensure required Minimum Level of Resource quality following floor limit for Resource Cost to be quoted / factored -

- L2 Resource - 14 Lakhs per year.

vii. Team Members and Their Roles & Responsibilities (Operations Phase)

**Account Manager**

- A senior management member from the Bidder shall be identified as the project single point of contact acting as Account Manager; her or his responsibilities are outlined below:
  - Primarily accountable for successful operations of the project across Bank
  - Act to remove critical project bottlenecks
  - Identification of working team members, team leads etc.
  - Single point of contact for Bank's senior management
  - Periodic reporting to Bank on the status, issues/ challenges faced and how these are handled.



## Team Resource (L2)

- Lead daily Operation efforts, Report on progress to Technical Manager and Bank
- Resolving technical issues & coordinating with OEM as escalation follow-up for long pending & calls.
- Co-ordinate with all Teams for follow-up for open tickets & activities.
- Do Server patching / hardening & VA/PT on solutions under their preview.
- Do periodic preventive health check / Version Upgrade for solutions under their preview.
- Monitor quality and risk related activities on solutions under their preview.
- Identify and implement best practices / Configurations on solutions under their preview.
- Preparing and sharing reports to bank team on Database, system health.

### viii. OEM TECHNICAL POINT OF CONTACT

- A senior management member from the **OEM** shall be identified as the Technical point of contact; his/her responsibilities are outlined below:
  - Primarily accountable for issues not resolved by On site resources will be L2.
  - Act to remove critical project bottleneck by connecting Bank staff with the Technical team of OEM
  - Single point of contact for Bank's senior management from OEM side

### ix. Other Terms & Conditions -

- The cost of the resources as provided in the Final Commercial Bill of Materials shall be considered as fixed for the term of the project.
- The Bank may procure additional resources at the same costs as per need during entire project duration.
- The Bank may also reduce the manpower requirements during the project duration if workloads reduce due to any reason.
- Before deployment of any resource, his/her profile will be shared with the bank with required CV's and supporting papers to establish conformity with SLA terms.
- The Bank will have the Interview of the resources before deployment & will give acceptance for deployment based on Interview assessments.
- It will be bidder's responsibility to get the background checks for resources deployed at the Bank's Site.
- At the time of resource deployment, the Bidder will have to introduce the resources to Bank via formal communication on company letter head. It will be the Bidders responsibility to get their Identity & Address proofs and submit to the Bank. The Bidder will also be required to provide Police verification report for each onsite resource within 2 months.
- If a lower-level support staff does not report on duty, then equivalent or higher-level support shall be expected to perform the job of lower level support staff and payment will be made as per the payment structure of lower level support staff only.
- In case of absence of any of the resource person, standby manpower shall be provided by the vendor. If Bank is not satisfied with the performance of the standby personnel, Bank may not accept such standby manpower and in such cases alternate resources should be provided.
- Bank may ask for replacement of any resource at any point of time. Bidder is expected to provide alternate resource before next month's end.

## **18. Payment Terms & conditions**

- Payment shall be released subject to the following:
  - Within one month of submission of invoice and completion of below mentioned phases.
  - No additional payment apart from the tender bid value will be done under any circumstances.
- The successful Bidder shall have to give cost details for PIM solution separately as per bill of material format. Components of cost shall be software costs, Implementation Costs, License costs, AMC Costs, Operations Costs, Training Costs, and Service Costs from OEM related to Yearly Health Checks etc.
- The Training Costs and Service Costs from OEM in whatever way it is required should be factored in Bill of material.
- In absence of training the Bill of material will be adjusted with suitable deduction as per SLA clause.
- AMC yearly payment will be released only after submission of Health check-up report.
- The following payment schedule will be followed:

- **For the supply and implementation phase:**

The Cost Components of software costs and Implementation Costs will be clubbed and released as under:

- 40% on delivery/installation and configuration of all software, application, licenses, and all necessary items for solution.
- 40% on Go-Live / Acceptance from Bank where Go-Live / Acceptance from Bank is defined as the day on which the solution is fully operational Including integration with existing devices / Infrastructure in the Bank with sign-off from Bank side.
- 20 % after completion of one year of successful operation. However, this 20 % payment can be availed by the SI at the time of Signoff against additional PG of equivalent amount.

- **For the AMC:**

- The AMC Cost quoted by the Bidder should not be less than 12 % of the cost of underlying Solution.
- The AMC 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. However, this AMC payment can be availed by the SI in advance at beginning of year against additional PG of equivalent amount.  
AMC costs for 2<sup>nd</sup> and 4<sup>th</sup> year payable only after submission of health check report and training from OEM.

- **For the Operations:**

- Payments will be released on quarterly basis as per Bank's calendar year. This will be derived basis the yearly cost submitted as part of the commercials vis-a-vis actual deployment of resources & Compliance level to agreed SLA.

## 19. Eligibility Pre-Qualification Criteria:

**Table1:Pre-qualification Criteria for Bidder**

Sr. No.	Pre-Qualification Criteria	Document support
1.	The Bidder or Bidder's 100% owned subsidiary should be a registered company in India and should be in the business of information technology, information/cyber security products and services for a period of minimum 5 years.	<ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Company Portfolio</li> <li>• Order/ Contract Copy</li> </ul>
2.	The Bidder or Bidder's 100% owned subsidiary should have a minimum turnover of INR 200 crore per annum for the past 3 financial years: 2020-21, 2021-22 and 2022-23.	Bidder must submit previous three financial years audited annual reports i.e. 2020-2021, 2021-2022, 2022-23.
3.	The Bidder or Bidder's 100% owned subsidiary should be a net profit making company in any of 2 Financial years for FY mentioned below 2020-21, 2021-22 and 2022-23.	Bidder must submit previous two financial years audited annual reports i.e. 2020-21, 2021-22 and 2022-23.
4.	Neither the Bidder or Bidder's 100% owned subsidiary, nor the promoters and Directors should be defaulters to any financial institution. The Bidder should not have been reported against by any Public Sector Bank to Indian Banks Association for any malpractice, fraud, poor, service, etc.	An undertaking on company letter head in this regard should be enclosed by the Bidder on behalf of the partners /authorized signatory.
5.	The Bidder should not have been blacklisted by any Government authority or Public sector Undertaking (PSU) as on date of submission of the tender, otherwise the bid will not be considered.	An undertaking on their letter head in this regard should be enclosed by the Bidder.
6.	The bidder should pay bid security of Rs. 1,00,000/- as per procedure stated in RFP.	The bidder registered under MSE are exempted for depositing bid security of Rs.100,000/-, subject to submission of valid and authorized copy of MSE Registration Certificate and exemption certificate (if applicable) from relevant authorities. The MSE registration certificate submitted must be valid as on bid submission date.

**Table2: Pre-qualification Criteria for Technical Compliance of Bidder**

Sr. No.	Pre-qualification Criteria	Document support
1	Bidder must have back to back support relation with the OEM's whose products are proposed by the bidder to the Bank.	Manufacturers Authorization Form / Letter from OEM must be submitted along with the bid.
2	The proposed solution offered by the Bidder/Bidder's 100% owned subsidiary should have been deployed on premise in any 3 Scheduled Commercial Banks in India in previous 3 years for minimum 3000 servers/devices and 500 users.  1. Privilege Identity Management.	The PO Copies or Work allotted Reference Letters / Emails from Organizations where solution is deployed for the specific products will be required. The Contact Address / numbers of responsible personnel should be mentioned in the submitted documents.
3	The Bidder/Bidder's 100% owned subsidiary should have prior experience of on premise implementation for at least 3 Scheduled Commercial Banks in India in previous 3 years for solutions given below.  1. Privilege Identity Management.	The PO copies in the name of Bidder clearly stating that bidder has implemented the required solution in Banks /BFSI. In case where details are not clearly mentioned in PO / the reference Letters / Emails from Organizations should be submitted. The Contact Address / numbers of responsible personnel should be mentioned in the submitted documents.
4	The Bidder/Bidder's 100% owned subsidiary should have prior experience of Managing onsite operational support in any 3 Scheduled Commercial Banks in India in previous 3 years for solution given below.  1.Privilege Identity Management.	The PO copies in the name of Bidder with the mentioned solution. In case where details are not clearly mentioned in PO / RFP, the reference Letters / Emails from Organizations should be submitted. The Contact Address / numbers of responsible personnel should be mentioned in the submitted documents.
5	For proposed PIM solution, OEM should have 24 x 7 x 365 customer as well as Technical Assistance Center (TAC) support center in India.	The Vendor should submit the OEM details of having TAC/TAM support in India, in OEM letter head.

## **Guidelines for submission of Bids:**

1. The Bidding Document may be obtained from the GEM Portal/Bank's website.
2. A two-envelope bidding procedure (Technical Bid & Price Bid) will be followed.
3. The Technical Bid and the Commercial bid has to be physical submitted in two separate sealed envelopes. The respective envelop shall be clearly marked as "**Technical Bid**" and "**Price Bid**" respectively. These two envelops again to be sealed in **one master envelop**, marked as, **bid proposals for "Bank of India – proposals for "Procurement of Privilege Identity Management Solution and Facility Management Support (FMS)"**. This is a pre-requisite for opening the Technical Bids.
4. Bid Security of Rs.1,00,000/-to be paid by means of a demand draft / pay order of any Scheduled Commercial Bank (SCB) favoring Bank of India, payable in Mumbai or by way of RTGS/NEFT in bank's designated account i.e. Account No. "01220SUNCR823", Account Name – "EMD InfoSec Cell account" having IFSCBKID0000122 (Bank of India, Bandra Kurla Complex Branch).
5. The Micro & Small Enterprise (MSE) registered bidders to deposit Bid security amount of Rs. 1,00,000/-, subject to the submission of valid and authorized copy of Registered Certificate. The MSE registration certificate submitted must be valid as on bid submission date.
6. The details of remittance to be sent mandatorily, to the bank by the bidder before the last date/time mentioned in the RFP/Corrigendum. In case of non-receipt of remittance made by the bidder by last date / time mentioned in the RFP/Corrigendum, the Bid Amount shall not be considered.
7. The Bids should be delivered **to the address mentioned below** with acknowledgement due to reach before 15:00 hours on or **before 10.06.2024**. If the last day of submission of bid is a declared holiday under Negotiable Instruments Act by the Government subsequent to the issuance of RFP, the next working day will be deemed to be the last date of submission of the Bid. The bids, which are received after the abovementioned date and time, are liable to be rejected at the discretion of the Bank.
8. The Bank shall not be liable for non-delivery of documents due to Postal/Courier delay or lost documents in transit, etc., if any, in submitting the Bid. The Qualifying & Technical Bid shall be opened in the presence of the representative of bidders on **10.06.2024** at 4:30 pm and for commercial bids the date and time will be intimated separately. The bidder's representative if wish to, need to be present physically at our Office for Bid opening, well in time along with the authorization letter from the bidder's company.

**20. Important dates / schedules for the above RFP shall be as following:**

Date and Time of commencement of Bid Document	15.05.2024 from Gem Portal / Bank's web site
Last Date and Time for Receipt of Bids at Bank of India	10.06.2024 on or before 3.00 pm
Date & time of Bid opening for technical evaluation	10.06.2024 @ 4.30 pm
Queries regarding bid to be received by (e-mail only)	24.05.2024 before 4.00 pm
Date and Time of Pre-bid meeting (if required)	29.05.2024@ 3.30 pm
Date and time of opening of Price Bids	Will be intimated separately to all shortlisted eligible – technically qualified bidders
Date of reverse auction	Will be advised to all eligible bidders.
Contact Persons : For any enquiry about scope of work and eligibility criteria	Shri Altaf J, Chief Manager, Email: <a href="mailto:Altaf.ja@bankofindia.co.in">Altaf.ja@bankofindia.co.in</a> Contact No. 8268368358 Shri Kundan Patel, Manager Email: <a href="mailto:Kundan.Patel@bankofindia.co.in">Kundan.Patel@bankofindia.co.in</a> Contact No. 8652001138
Contact Persons: For submission of Bids, various timelines etc.	Shri Rajkumar Pamnani, Chief Manager Phone No.: 022 – 6131 9833 / 6131 9812 Email: <a href="mailto:Pamnani.Rajkumar@bankofindia.co.in">Pamnani.Rajkumar@bankofindia.co.in</a> Alternate Email: <a href="mailto:Security.Information@bankofindia.co.in">Security.Information@bankofindia.co.in</a>
Address for Communication	The Chief General Manager, Bank of India, Head Office Risk Management Department, Information Security Cell, 7 <sup>th</sup> Floor, Star House 2, C-5, G Block, Bandra Kurla Complex (BKC), Bandra East, Mumbai – 400 051. Phone No.: 022 – 6131 9812 / 6744 7260
Submission of bid.	The Technical Bid and the Commercial bid has to be physical submitted in two separate sealed envelopes. The respective envelop shall be clearly marked as “ <b>Technical Bid</b> ” and “ <b>Price Bid</b> ” respectively. These two envelops again to be sealed in <b>one master envelop</b> , marked as, <b>bid proposals for “Bank of India –RFP for <u>Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support</u>”</b> <b>Ref:HO:RMD:ISC:AJ:2024-25: 58 dated: 15.05.2024</b> <b>Do not open before 10.06.2024, 4:30 pm</b>

Bank reserves the right to change the dates mentioned below or in the RFP, which will be communicated in Gem Portal & Tender section of bank's website (<https://www.bankofindia.co.in>).

## 21. **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.

## **22. INSTRUCTIONS FOR BIDDERS (IFB)**

### **1. Consortium**

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed /considered. Such proposals will be disqualified.

### **2. Cost of Bidding**

- 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.
- No out-of-pocket expenses will be given extra if the bidder /auditor/ or their representative has to visit any of the audit location across India for system audit purpose.

### **3. Content of Bidding Document/s**

- The Service required, Bidding procedures, and contract terms are prescribed in the Bidding Documents.
- 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.

### **4. Clarification of Bidding Document/s**

- A prospective Bidder requiring any clarification of the Bidding Document may send their queries through email and attend Pre bid meeting if required or will provide the clarification through email only.
- All clarifications / queries needed shall be addressed to the contact email mentioned in the RFP. The Bank will discuss the queries in the Pre-Bid meeting if required or will provide clarification through email only. 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 Gem Portal & Bank's Website.

### **5. Amendment of Bidding Document/s**

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



- 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.

## 6. Language of Bid

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.

## 7. Documents Comprising the Bid

All documents/evidences are to be submitted as per the requirement mentioned in the RFP.

## 8. Bid Form

The Bidder shall complete and submit the bid documents and price bids as mentioned in the RFP. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.

## 9. Bid Prices

The prices indicated in the Price Schedule shall be entered in the following manner:

- a) The total price quoted must be of cost of all services and all applicable taxes, duties, levies, charges etc., but **exclusive** of GST.
- b) Prices quoted as above shall be valid for period of the entire contract from last date for submission of the tender.

## 10. Bid Currencies

Bids are to be quoted in Indian Rupees only.

## 11. Documents Establishing Bidder's Eligibility and Qualifications

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.

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

## 12. Bid Security

a) Bidder may submit refundable bid security amount of Rs. 1,00,000/- (Rupees One lakh only) by way of RTGS/NEFT in bank's designated account i.e. Account No. "01220SUNCR823", Account Name – "EMD InfoSec Cell account" having IFSCBKID0000122 (Bank of India, Bandra Kurla Complex Branch). The Bid Security amount of Rs. 1,00,000/- can be submitted by way of Bank Guarantee also. The Bank Guarantee (Bid Security amount of Rs. 1,00,000/- ) shall be valid for the period of 6 months of the RFP. It should be submitted before the last date of submission of Technical bid. This is a prerequisite for opening the Technical Bids.

b) The bidder registered under Micro & Small enterprise (MSE) are exempted for depositing bid security of Rs.100,000/-, subject to submission of valid and authorized copy of MSME Registration Certificate and exemption certificate (if applicable) from relevant authorities. The MSE registration certificate submitted must be valid as on bid submission date.

c) No interest will be payable on the Bid Security amount.

d) Unsuccessful Bidders Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount.

Bid Security will be forfeited in the following cases:

- a) If a bidder withdraws its bid during the period of bid validity; 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.
- c) In case of a successful Bidder, if the Bidder fails:
  - i) To execute Contract within the stipulated time, or
  - ii) To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.

The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement / SLA and against submission of performance bank guarantee (other than Bank of India) for the period of 5 years and with the additional claim period of 6 months as per the format mentioned in the RFP, for 5% of total contract value, valid for contract period.

### 13 Period of Validity of Bids

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

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.

### 14 Format and Signing of Bid

Each Bid should be in two parts –

**Part I** covering the **Technical Bid** and Qualification aspects hereinafter referred to as "**Technical Bid**".

**Part II** covering only the price schedules hereinafter referred to as the "**Price Bid**".

The two parts should be in two separate covers each super-scribed with the name of the Project mentioned in the Invitation to Bid, Bid No./RFP Ref. No., as well as "Technical Bid" and "Price Bid" as the case may be, as detailed below.

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.

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.

## 15 Submission of Bids, Sealing and Marking of Bids

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.

The inner and outer envelopes shall:

- a) be addressed to the Bank at the address given; and
- b) Bear the Project Name "**RFP for Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**" 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.

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

## 16 Deadline for Submission of Bids

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

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.

## 17 Late Bids

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

## 18 Modification and Withdrawal of Bids

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.

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.

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

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.

## 19. Opening and Evaluation of Bids by the Bank

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.

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.

## 20. Clarification of Bids

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.

## 21. Preliminary Examination / Technical Evaluation

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.

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.

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 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.

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 provide the proposed service.

Only those bidders whose Technical bids have been found substantially responsive would be intimated by the Bank about their responsiveness.

## **22. Evaluation and Comparison of Price Bids**

Only those bids, which are technically qualified, will be considered for financial bid opening.

The Bank may use the services of external consultants for bid evaluation, if required. The Bank will evaluate and compare the Price bids, which have been determined to be substantially responsive.

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. If there is a discrepancy between words and figures, the amount in words will prevail.

The evaluation will be done based on evaluation of the price bid.

Bank will conduct Reverse Auction as per guidelines given in Annexure 7 among the Technically Qualified Bidders, for providing opportunity to the Bidders, to quote the price dynamically, for the procurement for which RFP is floated. The reverse auction will be done for each line-item/ solution separately. The L1 bidder would be decided on sum of the prices quoted by the bidder for each of the line-items / solutions to be procured by the bank. The bank shall publish a date for the reverse auction to the technically qualified bidders. The bidder is expected to provide a revised commercial bill of materials after reverse auction within 24 hours as defined in Annexure 7. The lowest quoted price for each solution / line item in commercial bids shall act as base price for Reverse auction of that particular solution / line item.

The bidder offering the lowest price would be the L1 bidder for the service.

## **23. Contacting the Bank**

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.

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.

## **24. Post-qualification**

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

## **25. Award Criteria**

The contract will be awarded to the qualified bidder who quotes lowest (L1) price. 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.

**26. Bank's Right to Accept Any Bid and to Reject any or All Bids.**

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.

**27. Notification of Award**

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.

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

Upon the successful Bidder's furnishing of Performance Security, the Bank will promptly notify each unsuccessful Bidder.

**28. Signing of Contract**

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/SLA incorporating agreement between the parties.

Within the period prescribed, 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.

**29. Performance Security**

Performance Security/guarantee of 5% of total contract value in the required format to be submitted by the successful bidder for contract period plus 6 months additional claim period.

Failure of the successful Bidder to comply with the requirement of RFP 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.**

## 23. TERMS AND CONDITIONS OF CONTRACT (TCC)

### 1. Definitions

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

“Service” means “RFP for **Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**” as to meet the technical and functional requirements of the Bank indicated in “scope of work “of this document.

“Service provider” 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.

“The Contract” means the agreement entered into between the Bank and the 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;

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

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

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.

### 2. Use of Contract Documents and Information

The Service provider 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.

The Service provider 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.

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.

### 3. 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 Service provider shall act expeditiously to extinguish such claim. If the Service provider fails to comply and the

Bank is required to pay compensation to a third party resulting from such infringement, the Service provider shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Service provider of such claim, if it is made, without delay.

#### 4. Performance Security

Within the period prescribed date of receipt of the notification of Contract award, the Service provider shall furnish to the Bank, the Performance Security/Guarantee for an amount as per RFP.

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

The Performance Security shall be denominated in Indian Rupees and shall be by way of a bank guarantee issued by a scheduled commercial bank / public sector bank in India (other than Bank of India), acceptable to the Bank, in the Format provided in the Bid.

The performance security will be discharged by the Bank and returned to The Service provider not later than the period specified in RFP.

#### 5. Contract

The term of the contract will be for **a period of 5 years with extendable up to One year on same terms & Conditions** from the date of signing the contract/SLA between the bank and the bidder or from the signoff of respective solution/services by the Bank whichever is later.

#### 6. Payment

Payment shall be made in Indian Rupees only and as per Payment Terms.

The price quoted shall be all-inclusive. Only GST 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.

- Payment shall be released subject to the following:
- Within one month of submission of invoice and completion of below mentioned phases.
- No additional payment apart from the tender bid value will be done under any circumstances.
- The successful Bidder shall have to give cost details for each solution separately as per bill of material format. Components of cost shall be software costs, Implementation Costs, AMC Costs, Operations Costs, Training Costs, and Service Costs from OEM related to Yearly Health Checks etc.
- The Training Costs and Service Costs from OEM in whatever way it is required should be factored in Bill of material.
- For payment schedule per se they will be merged accordingly.



**7. The following payment schedule will be followed:**

• **For the supply and implementation phase:**

The Cost Components of software cost and Implementation Cost will be clubbed and released as under

- 30% on delivery of all software, application, licenses and all necessary items for solution.
- 30% on Installation & Configuration of particular solution in scope of bank
- 20% on Go-Live / Acceptance from Bank where Go-Live / Acceptance from Bank is defined as the day on which the solution is fully operational Including integration with existing devices / Infrastructure in the Bank with sign-off from Bank side.
- 20 % after completion of one year of successful operation. However, this 20 % payment can be availed by the SI at the time of Signoff against additional PG of equivalent amount.

• **For the AMC:**

- The AMC Cost quoted by the Bidder should not be less than 15 % of the cost of underlying Software.
- The AMC 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. However, this AMC payment can be availed by the SI in advance at beginning of year against additional PG of equivalent amount.

• **For the Operations:**

- Quarterly payments will be released at the end of quarter. This will be derived basis the yearly cost submitted as part of the commercials vis-a-vis actual deployment of resources & Compliance level to agreed SLA.

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

**9.** Prices

Prices payable to the service provider 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.

**10.** Contract Amendments

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

**11.** Assignment & Delays in the selected bidder's Performance

The Service Provider 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.

If at any time during performance of the Contract, the selected bidder should encounter conditions impeding timely performance of Services, the selected 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 selected bidder's notice, the Bank shall evaluate the situation and may, at its discretion, extend the selected 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.

Except as provided in the above clause, a delay by the selected bidder in the performance of its delivery obligations shall render the selected auditor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

## **12. Liquidated damages**

If the Service provider fails to 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 10% 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 service provider.

## **13. Termination for Default**

The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Service Provider, may terminate the Contract in whole or in part any time during the contract:

- (a) If the Service Provider fails to provide Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;  
or
- (b) If the Service Provider fails to perform any other obligation(s) under the Contract.
- (c) 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, Services similar to those undelivered, and the selected auditor shall be liable to the Bank for any excess costs for such similar services. However, the selected auditor shall continue performance of the Contract to the extent not terminated.
- (d) The Bank shall not make payment for any undelivered part of the contract and shall forthwith stop all payments once the contract is terminated as above.

## **14. Force Majeure**

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

For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving the service provider'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.

If a Force Majeure situation arises, the service provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the service provider 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.

#### **15. Termination for Insolvency**

The Bank may, at any time, terminate the Contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, 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.

#### **16. Termination for Convenience**

The Bank, by written notice sent to the service provider, 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 service provider under the Contract is terminated, and the date upon which such termination becomes effective.

#### **17. Resolution of Disputes**

The Bank and the service provider shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, the Bank and the service provider 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.

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

(a) In case of Dispute or difference arising between the Bank and the Service Provider 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 Service Provider. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Service Provider.

(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.

**18. Governing Language**

The governing language shall be English.

**19. Applicable Law**

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.

**20. Addresses for Notices**

The following shall be the address of the Bank and Service Provider.

Bank's address for notice purposes:

Bank of India,  
Risk Management Department, Information Security Cell, Head Office,  
Star House 2, 7<sup>th</sup> floor, C-5, G Block, Bandra Kurla Complex, Mumbai - 400 051

Service Provider's address for notice purposes (To be filled in by the Service Provider) & share with Bank as part of bid documents.

.....  
.....

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

**21. Taxes and Duties**

The Service Provider 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.

Income / Corporate Taxes in India:

The Service Provider 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 Service Provider shall include all such taxes in the contract price.

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 Service Provider. 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 Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by the Service Provider in respect of this contract.

The Selected Auditor's staff, personnel and labor 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 Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

**22. Selected vendor Integrity**

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

**23. Selected vendor obligations**

The **Selected vendor** 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 **Selected vendor** 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 **Selected vendor's** negligence. The **Selected vendor** will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

**The Selected vendor** is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

**The Selected vendor** 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.

**24. Performance Bank Guarantee**

- 1) As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) amounting to 10% of the

total price quoted (excluding taxes) for a period of the contract plus additional claim period of 1 year. However, if the project extends beyond 1 year, Bidder needs to submit the fresh PBG for additional period plus claim period of 6 Months.

- 2) The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- 3) The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.
- 4) Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- 5) In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason
- 6) In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
- 7) Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default.
- 8) The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
- 9) The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

## 25. 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) A gross negligent act, wilful 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 An act or omission the Company, its employees, its agents, sub-contractors in the performance of the obligations of the Company under this Agreement and/ or
- (b) Claims against the Bank and/or any legal proceedings made by employees or other persons who are deployed by the Company and/or by any statutory, regulatory, govt. authority and/or Claims against the Bank and/or any legal proceedings made by employees or other persons who are deployed by the Company and/or by any statutory/regulatory/ govt. authority under this agreement and / or
- (c) Breach of any of the term of this Agreement and/or its Annexures or breach of any representation and/or warranty of the Company under this Agreement, and/or Breach of any of the material term of this Agreement and/or its Annexures or breach of any representation or warranty of the Company under this Agreement, or
- (d) 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 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, and/or
- (e) Breach of any of the material terms of this agreement by their subcontractors, if subcontracting of any part of this agreement is permitted by Bank in writing 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 and/or
- (f) Any breach of IPR violations by the Company on material if any supplied by Company. Any breach of IPR violations by the Company on material if any supplied by Company
- (g) Any fraud committed by the company and/or its employees, agents, sub-contractors of subcontractors is permitted by Bank in writing.

## **26. Erasure or Alterations**

- The offers should not contain hand written material, erasures, corrections or alterations. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in.
- Filling up of the forms using terms such as “OK”, “complied”, “noted”, “as given in the brochure/manual”, etc. are not acceptable and needs to be filled with as requested by the Bank and additional details in Remarks/Explanation columns. If supporting documents screens shots etc. are attached, they are to be properly labelled and reference should be provided in the remarks/ explanation column.
- The Bank may treat the offers as unacceptable if they do not adhere to these guidelines.

## **27. Delivery location**

- The proposed Software solution /appliance need to be delivered & installed at locations specified in the main RFP document.

## **28. Software Drivers & Manuals**

- All software, software updates and required drivers of the appliances/Servers are to be delivered along with the appliance/Server. The Bidder shall supply technical / systems manuals for all the systems supplied and for all required interfaces. Operation and maintenance manuals for all the systems and applications covering the operations needed to start, run, other operations, transfer to fall back system / site including Disaster Recovery plan to be provided by the bidder. The manuals shall be in English.

## **29. Transport and Insurance Costs**

- The prices Bid will be as per Clause 30 herein below and inclusive of transportation to locations specified in the main RFP document, insurance till delivery is mandatory.

## **30. Fixed Price**

- The rates quoted by the Bidders in the CB(Commercial Bid)/Price Bid are exclusive of GST. Bank will pay all applicable GST on software/hardware components as invoiced by the Bidder at the prevailing rate at the time of invoicing or placing purchase order. The prices quoted by the Bidders should be inclusive of Supply, Installation, Configuration, Operationalization, Roll-out, Integration and Maintenance of offered Solutions. The price quoted must be inclusive of all duties and charges related to freight, insurance, forwarding, packing, dispatch, installation etc. However, Value Added Tax, Sales Tax, Octroi, and Local Taxes, if any, are NOT payable extra. If, there is any variation in the GST it will be at the bank account i.e., if such tax increases, the bank will bear the additional cost



and in case of such Tax decreases, the benefit will accrue to the bank.

- The prices indicated in the Price Bid should address all requirements in the technical bill of material. No other cost apart from that mentioned in the final commercial bill of material shall be considered.
- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the bank, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- If any bidder fails to quote or kept 'blank' against any of the services or line item in the Price Bid sought by the bank, it will be presumed by the bank, that the cost of such items is included in the overall cost and will not accept any plea or excuse from the bidders later. Such services have to be provided to the bank without any extra cost along with all other services.
- No price preferences will be extended to any Public Sector or Joint Sector Units.
- The Price offer shall be on a fixed price basis in the Commercial Bid. The invoice should necessarily include the following:
  - Cost of the equipment.
  - Cost of Software / Licenses , Implementation Cost
  - Transportation, forwarding and freight charges to the site.
  - Comprehensive Insurance to cover equipment during transit period and successful delivery of equipment and acceptance by bank.
  - All taxes, duties and levies of whatsoever nature except GST if any.
  - Services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
  - No price variation will be allowed for increases in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons.
  - However, if there is any reduction in Government levies / taxes / excise etc up to the date of invoice, the same shall be passed on to the bank. Similarly, any increase in GST, if any, subsequent to the submission of bids shall be borne by the bank.
- If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

- No extra cost to be paid by bank.
- Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies along with the request for final payment.
- In case such records are composite in nature including several other items, Bidder should give declaration cum indemnity to the effect that they are holding such duty/tax paid records and are available for verification by the Bank or any regulatory authority and indemnify the Bank for any consequential effects including costs.
- If any Tax authorities of any state, including, Local authorities like Corporation, Municipality, Mandal Panchayat, etc. or any Central Government authority or Statutory or autonomous or such other authority imposes any tax, penalty or levy or any cess /charge other entry tax or octroi and if the bank have to pay the same for any of the items or supplies made here under by the Bidder, the bank have to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence.
- If the Bidder does not reimburse the amount within a fortnight, the bank reserve the right to adjust the amount out of the payments due to the Bidder from the bank and or proceed against the Bidder for recovery thereof as the bank may deem fit.
- If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating that “Clauses, if any contained in the Invoice relating to sales of Computer Hardware, Peripherals and Software and such other items which are contrary to the terms contained in the Purchase Contract will not hold good against the bank and that the Invoice would be governed by the terms contained in the Purchase Contract concluded between the bank and our Company”

### **31. Pricing Requirements**

- Terms of payment as indicated in the tender document will be final and binding on the Bidder and no interest will be payable by the bank under any circumstances.
- The charges towards supply, installation, commissioning, integration, acceptance and services etc, should be included in the cost of the solution and it should not be quoted separately.
- No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the complete execution of the contract. The entire benefits/advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to bank.

## 32. Price Comparison and Evaluation

- For the purpose of cost comparison, the Bank will consider total cost for five (5) years, exclusive of taxes etc.
- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totalling the line items in the Commercial Bid will govern.
- The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.
- The Bidder shall quote for individual items. The Bidder shall not omit items or leave blank against price of an item, instead, the Bidder shall indicate 'Nil' or "included in item----" explicitly.
- The Commercial Bid shall contain complete bill of material with the prices indicated item wise. A replica of complete Commercial Bid masking the price shall be submitted along with the Technical Bid; Otherwise, the Bid is liable for rejection.
- If any of the Bidders have made arithmetical error while quoting unit price and total cost, highest price quoted by him (i.e. highest of unit prices and total cost), will be taken for the purpose of evaluation and if the said Bidder happens to be the L1 Bidder, he is required to provide such item at the lowest price quoted by him (i.e. lowest of unit price or total cost) to the bank.
- The insurance shall be on an amount equal to 100% of the total value of equipment on "all risks" basis, including war risks and theft and robbery clauses, valid for a period up to delivery and acceptance of the equipment by the bank.
- While the bank will summarily reject the equipment of a lower configuration than that mentioned in the Technical specifications, the bank would accept equipment of higher configuration after a price evaluation of such higher configuration to ensure that there is no adverse price impact and any advantage of a lower price in such cases is passed on to the bank.
- However the Bidder is not entitled to a longer period for delivery on the pretext of seeking approval from the bank for a higher configuration or enhancement.
- The project will be deemed complete only when all the items including appliance/server, supporting software, drivers, contracted by the bank are delivered in good condition, installed and commissions operations of the all security solutions procured.

### **33. Vicarious Liability**

- The bidder is responsible for managing the activities of its personnel or the personnel of its partners and will be accountable for both.
- The bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the bank.
- Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by BIDDER and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender.
- No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the BIDDER, for any assignment under the purchase contract to be issued for this tender.
- All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of BIDDER shall be paid by BIDDER alone and the bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of BIDDER's employee, agents, contractors, and subcontractors.
- The BIDDER agrees to hold the bank, their successors, Assigns and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the bank through the action of its employees, agents, contractors, subcontractors etc.
- The written demand by bank as to the loss/ damages shall be final, conclusive and binding on the BIDDER and BIDDER shall be liable to pay on demand without any contestation/demur the amount of such loss/damages caused to the bank.
- All Statutory & regulatory compliances like Labour laws & PF Guidelines etc. of such employees, agents, contractors, subcontractors etc. of BIDDER shall be complied by BIDDER alone and the bank shall not have any direct or indirect liability or obligation in this regard.

### **34. Delivery, Installation and Commissioning and Completeness**

- The Bidder shall be responsible for supply, delivery, installation and commissioning of the equipment along with Integration with other systems in Bank, software solution, required storages along with the reporting and management modules.

- If the Bidder fails to deliver, install and / or supervise commissioning the hardware / software within the stipulated timelines as defined in the section Project Timelines of this RFP, it shall be considered as a breach of contract. In such cases, Penalties shall be charged as per service levels defined for the implementation phase in the Service Level Agreements Section/Annexure of this RFP.
- The project shall be considered as completed only after commissioning of the products, services and solutions in scope with full-fledged features and as per the Scope for bank as mentioned in the Scope of Work. The necessary customization, integration, policy/ rules development, report generation, for all solutions/services in scope have to be completed.
- The project shall be considered as completed only after commissioning of the products, services and solutions in scope with full-fledged features and as per the Scope for bank as mentioned in the Scope of Work. The necessary customization, integration, policy/ rules development, report generation, for all solutions/services in scope have to be completed.
- The successful bidder shall provide training sessions on the effective management of the solution to bank officials / On Site employees as per the requirements specified in the RFP As and when new features are made available during the currency of the contract, the successful Bidder shall arrange to train the officials to familiarize with the new features.
- The active 5 year life of individual solution will start from the date of signoff from the Bank for respective solution.
- The signoff should not occur beyond the timelines mentioned in the Project Timelines Section of this RFP. No automatic signoff will be considered.
- The Term of the Contract will be for a period of 64 months. The performance of the bidder will be reviewed at the end of every year to ascertain bidder's capability during the period. If found unsatisfactory, the contract may be terminated at any point of time by giving a notice of one month.
- Based on annual performance review of the selected bidder, the bank have the right to exercise any of the following options -
  - (i) Extend all services (including operations; AMC etc) with increased or decreased scope for the remaining period of the contract
  - (ii) Extend only selected set of services (including operations; AMC etc) with increased or decreased scope for the remaining period of the contract
  - (iii) Terminate the entire contract
  - (iv) On termination or end of contract the BIDDER shall ensure compliance to termination requirements agreed contractually with bank. The BIDDER shall ensure complete knowledge transfer and transition assistance to bank or their

nominated representatives.

- Bidder should ensure that the Solution delivered to the bank are licensed and legally obtained with the valid documentation made available to the bank in English.
- Bidder should ensure that the solution delivered to bank including all components and attachments are brand new.

### **35. Penalty**

- The bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of the bidder's performance. In the event that the bank is forced to cancel an awarded contract (relative to this RFP) due to the bidder's inability to meet the established delivery dates, the bank may take suitable penal actions as mentioned below.
- The bank will consider the inability of the BIDDER to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the bidder. Notwithstanding the bank's right to cancel the order, liquidated damages at 0.5% of the cost of contract per week will be charged for every week's delay in the Delivery, Installation, and Implementation of the proposed solution beyond the specified delivery/commission period of each solution subject to a maximum of 10 % of the total cost of that solution, from the finalized bidder for the bank. The bank reserve their right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company and invoking the bank guarantee.
- The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the Solutions) by the BIDDER.
- Installation will 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 unsatisfactory to the Bank.
    - Part of week will be treated as a week for this purpose.
    - However, liquidated damages will not be levied in case the delay

cannot be attributed to the bidder.

- Penalties will be calculated as per the SLA section of this RFP.
- The BIDDER shall provide uninterrupted services for ensuring implementation and maintenance of the solutions as per the requirements of this tender. Inability of the BIDDER to either ensure deliverables as per specifications within defined timelines or to meet the service levels as specified in this RFP shall be treated as breach of contract and would invoke the penalty clause.
- Notwithstanding anything contained above, no such penalty will be chargeable on the BIDDER for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.
- Delivery of the Goods and performance of the Services shall be made by the BIDDER in accordance with the time schedule specified by the bank.
- If at any time during performance of the Contract, the BIDDER should encounter conditions impeding timely delivery of the Goods and performance of the 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.
- Any delay by the BIDDER in the performance of its delivery obligations shall render the BIDDER liable to the imposition of liquidated damages, unless extension of time is agreed upon without the application of liquidated damages.

### **37. Contract Cancellation**

- The Bank reserve the right to cancel the contract and invoke the bank guarantee in the event of happening of one or more of the following Conditions:
  - Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 30 days of receipt of purchase contract.
  - Delay in delivery beyond the specified period.
  - Delay in completing installation and acceptance tests/checks beyond the specified period.
  - Delay in project sign off beyond specified time.
  - Or for any other reason with or without assigning any reasons.
- In addition to the cancellation of purchase contract, the Bank reserve the right to appropriate the damages through encashment of Bid Security / Performance Guarantee or security given by the Bidder.

### **38. Manufacturer's Authorization Form**

- The Bidder should furnish a letter from original equipment manufacturer authorizing the bidder to quote for OEM's product in response to the RFP from the bank
- The Bidder should furnish undertaking of authenticity as prescribed in Format 11 Solution Authentication Letter along with Bid documents.

### **39. Confidentiality of Bank's data**

- 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 customers/clients. The Company understands and acknowledges that it will be given access to such Confidential Information solely as a consequence of and pursuant to this Agreement. Bank shall also maintain the confidentiality of the information, data, documents etc. shared by the Company to Bank.
- The Company will, at all times, maintain confidentiality of the Confidential Information and 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.
- 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 at least a reasonable degree of care.
- 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.
- The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever.



- The Bidder will treat as confidential all data and information about the bank obtained in the process of execution of their responsibilities, in strict confidence, and will not reveal such information to any other party without the written approval of the bank.
- Unauthorized disclosure of any such confidential information will amount to breach of contractual terms and in such cases bank may pre-maturely terminate the contract and initiate any legal action as deemed fit.

#### **40. Review of the Agreement**

- The bank reserve the right to review the performance of the bidder, which shall be reviewed after every year and the bank reserve the right to terminate the contract at any point of time after giving 1 month notice without assigning any reasons.

#### **41. Country of Origin / Eligibility of Goods & Services**

- All goods and related services to be supplied under the Contract shall have their origin in eligible Source countries, as per the prevailing Import Trade Control Regulations in India
- For purposes of this clause, “origin” means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

#### **42. Re-location of site**

- If Bank desires to shift the setup to new site / alternate location during the contract period, the vendor shall provide necessary arrangement for reinstallation of setup at new site under the contract. Bank shall bear the shifting charges. The terms and conditions of this contract shall continue to apply and binding on the vendor after such shifting to new site / alternate location.

#### **43. Professionalism**

- Selected Bidder should provide professional, objective and impartial advice at all times and hold Bank’s interest paramount and should observe the highest standard of ethics, values, and code of conduct, honesty and integrity while executing the assignments.

#### **44. Right to use defective product**

- If after delivery, acceptance and installation and within the guarantee and AMC period, the operation or use of the product is found to be not as per scope of RFP, 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.

#### **45. Inspection and Quality Control Tests**

- The Bank reserves the right to carry out pre-shipment 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.
- Nothing stated hereinabove shall in any way release the Supplier from any obligations under this Contract.

#### **46. Manuals**

- Before the products/system is/are taken over by the Bank, the Supplier shall supply technical/systems manuals for all software / product supplied and for all interfaces etc. Operation and maintenance manuals for all systems and applications systems, covering at least the operations needed to start, run the system during operational day, close, restore, archive, recover from failures, and transfer to fallback system/site including business continuity plan to be provided by the vendor. The manuals shall be in English. Soft copy of the Manuals is accepted.
- Unless and otherwise agreed, the products and equipment shall not be considered to be completed for the purpose of taking over, until such manuals have been supplied to the Bank.
- The Supplier shall provide one set of Design Manual, System Manual, User Manual and Security Manual for the Application Software. The Supplier shall also provide one Soft copy of each of the Manuals. Soft and Hard copy User manuals shall be provided, commensurate with number of installations of Products in the Bank.
- Documentation should be comprehensive & include:
  - Product Literature & Product standards.
  - Operating manuals.
  - General Specifications.
  - Operator Reference manuals for each operator task.
  - Messages manuals.
  - Documentation on troubleshooting.

#### **47. Delivery and Documents**

- Delivery of the products/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:
  - 3 copies of Supplier's invoice showing contract number, products description, quantity, unit price and total amount;
  - Delivery note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable, clean Airway Bill; The above documents shall be received by the Bank before arrival of products (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.

#### **48. Limitation of Liability**

- The maximum aggregate liability of service provider, in respect of any claims, losses, costs of damages arising out of or in connection with this RFP shall not exceed the total project cost.

#### **49. General Instructions**

- The bank is looking for well-proven solutions, which are being used in Banking and Financial environment. The capabilities, operating characteristics and other technical details on architecture offered should be furnished together with product brochures, literature and technical specifications etc.
- The technical literature explaining the special features of the solution being offered should be furnished.
- The Bidder shall be responsible for extending the validity date and claim period of the bank guarantees as and when it is due on account of incompleteness of work under guarantees.
- The bank shall invoke the guarantee before expiry of validity if work is not completed and the guarantee is not extended, accordingly.
- In case of non-submission or partial submission of details sought in this tender, the bank reserves their right not to evaluate the offer.
- The technical Bid must be submitted in an organized and structured manner. No brochures / leaflets etc. should be submitted in loose form. Point wise explanation is to be provided in the column Remarks/explanation. Supporting documents shall be labelled properly and reference of the same is to be provided under Remarks column.
- Each page of the tender document issued by the Bank shall be signed and returned by the Bidder.

- The bank reserve the right to disqualify any or all Bidder's either on the basis of their responses to all or some of the response sheets or even any part thereof without assigning any reasons whatsoever
- The bank reserve the right to issue amendments, seek any details / clarifications from the bidders at any stage of the RFP.

## **50. Other Terms and Conditions**

### **I. Introduction and Disclaimer**

This Request for Proposal document ("RFP document" or "RFP") has been prepared solely for the purpose of enabling Bank of India ("Bank") to select a Bidder for RFP for Procurement and Facility Management Support (FMS) for Perimeter Security Solutions. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.

### **II. Information Provided**

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

### **III. For Respondent Only**

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent")

### **IV. Confidentiality of RFP**

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank. The Confidentiality obligation of the Vendor shall be perpetual.

## **V. NON-DISCLOSURE**

By virtue of awarding the Contact to the selected Bidder and in the course of its performance, the Bidder may have access to the Confidential Information of the Bank and its Customers. The Bidder is aware that Confidential Information is valuable Information of the Bank and any disclosure of which would cause irreparable loss and damage to the Bank for which monetary compensation may not be adequate and accordingly the Bidder agrees and undertakes to hold the Confidential Information as confidential and shall not disclose the same including to any third party and the Bidder also agrees that its employees, agents, sub-contractors shall also maintain Confidentiality of the Confidential Information. The Bidder agrees that it shall neither use, nor reproduce for use in any way, any Confidential Information of the Bank. The Bidder agrees to protect the Confidential Information of the Bank with at least the same standard of care and procedures used by them to protect its own Confidential Information of similar importance. Without limitation of the foregoing, the Bidder shall advise the Bank immediately in the event that the Bidder learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, the Bidder shall immediately seek injunctive relief against any such person, at the Bidders cost and expenses. If the Bidder hires another person to assist it in the performance of its obligations under the Contract, 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 by the confidentiality of the Confidential Information in the same manner as the Bidder is bound to maintain the confidentiality. For the purpose of this clause "Confidential Information" shall mean all nonpublic information, of the Bank and its customers which is accessible by or is available to the Bidder directly or indirectly, whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form including, without limitation, any and all information relating to the Bank's staff or its clients/customers (whether past, present, or future), financial data, financial results and projections, costs and prices, details of Banks employees and consultants (past, present or prospective), technologies, technical and business strategies, business and marketing plans, marketing and sales techniques, pricing and other strategies, computer programs, software tools, source codes, object codes, protocols, product descriptions, development schedules, Software positioning, choices of Software names, trade secrets or know how, customer information and Intellectual Property Rights (defined later) as well as any such information not generally known to third parties or received from others.

## **VI. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

## **VII. Recipient Obligation to Inform Itself**

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

## **VIII. Evaluation of Offers**

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

## **IX. Errors and Omissions**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

## **X. Acceptance of Terms**

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

## **XI. Information Provided.**

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank of India in relation to the provision of services. Neither Bank of India nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document. Neither Bank of India nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the RFP document.

## **XII. Costs Borne by Respondents**

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank of India, will be borne entirely and exclusively by the Recipient / Respondent.

### **XIII. Cancellation of contract and compensation:**

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances.

- The selected Bidder commits a breach of any of the terms and conditions of the tender/contract.
- The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- If the delivery of tools/products/devices/services delayed by more than two weeks from the due date of delivery / If deductions on account of liquidated Damages exceeds more than 5% of the total contract value.
- If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.
- Bidder failing to execute the contract document.

### **XIV. No Legal Relationship**

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

### **XV. Disqualification:**

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

### **XVI. Compliance with law**

The Bidder shall undertake to observe, adhere to, abide by, comply with all laws in force applicable to them or as are or as made applicable in future, in each case as an IT service provider to the Bank. The Bidder shall indemnify, keep indemnified the Bank from any statutory or regulatory fines that may be duly and finally imposed by a statutory or regulatory authority due to failure to comply with the foregoing. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

Further the Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for the conduct of their own business as an IT service provider under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified the Bank from any statutory or regulatory fines that may be duly and finally imposed by a statutory or regulatory authority due to failure to comply with the foregoing.

Indemnity shall not be limited and shall include indirect, consequential and incidental damages. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

## **XVII. Violation of Terms**

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 Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in the Contract/RFP. 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 contract and related costs and a right for damages.

## **XVIII. Publicity:**

The Bidder shall not advertise or publicly announce that he is undertaking work for Bank of India without written consent of Bank of India. In case of non-compliance of this clause the Bidder will be debarred for participating any future tender / contract for a period of three years.

## **XIX. Variation**

Bank of India may at any time during the contract require the Bidder to revise the Deliverables, Equipment, Services or Supplies including Completion Date. In an event of such nature, Bank of India will request the Bidder to state in writing the effect such variation will have on the work schedule. The Bidder shall furnish these details, in writing, in two weeks from the receipt of such request.

## **XX. Liquidated Damages:**

If the Bidder fails to deliver any or all of the Software, Deliverables, and Products and/or perform the Services within the time period(s) specified in the Contract, the Bidder shall pay to the Bank liquidation damages being 0.5 percent of the solution / item price for each week or part thereof of the delay, until actual delivery or performance under project capping of 10% . This shall be without prejudice to the other right and remedies of the Bank including claiming actual damages from the Bidder. Bank shall also be within its right to deduct the said amounts from the Contract Price.

## **XXI. Fees**

- The fees/consideration payable by Bank is all inclusive and no further amounts shall be payable by the Bank. Bank shall not be liable pay any amounts towards travelling, boarding, lodging, conveyance, out of pocket expenses etc. Further the Bidder shall be solely responsible for payment of all applicable, present and future Taxes, levies, charges, license fees, octroi, royalties, road tax, service tax, excise, customs duties, entry tax/fee etc., and other taxes/fees whatsoever that may be imposed by State/Central Government or any local body from time to time, in connection with the Contract. It is clarified that Bank shall not be liable to compensate the Bidder in the event of upward revision of the Taxes/Fees as above.



- Bank shall be within its right to deduct any tax deductible at source (“TDS”), as may be applicable, before making any payments to the Bidder. In the event any claim is made on the Bank for any taxes by any authorities, the same shall be immediately settled by Bidder and Bank shall also be within its right to deduct such amounts from the Purchase Consideration and make payment to the Authority demanded.

## **XXII. INSPECTION AND RIGHT TO AUDIT BY BANK AND RBI**

Bidder shall keep complete and accurate records of its activities in connection with the said contract. Bidder shall provide such details/information as may be called for by the Bank and/or the Reserve Bank of India (RBI) and also allow the Bank and RBI, their auditors, officers for inspecting, examining and auditing Bidder’s records, whenever required by Bank/RBI. Bidder will co-operate with the RBI/Bank’s internal or external auditor to assure a prompt and accurate audit. If the Bank permits the Bidder to outsource any of the activities under this contract (which shall always be in writing), the Bidder 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 interalia 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. Bidder shall also correct any practices which are found to be deficient if pointed out by the RBI/Bank. The Bidder is aware that failure to provide the information called for within the stipulated time to the Bank/RBI may result in RBI imposing fine on the Bank /Bidder and the Bidder agrees that all such fine shall be paid by the Bidder irrespective of whether such fine is levied on the Bank or the Bidder. Payment of fine by Bidder, shall not affect the right of the Bank/RBI to take other actions against the Bidder.

### **51. Treatment of RFP Response/Deviation**

Any deviation/requirements other than once state in the RFP shall be discussed in the pre-bid meeting and if necessary appropriate addendum/amendment to the RFP shall be put in place by the bank/purchaser in this regard as it deemed fit. Any deviation/requirement or pre-condition other than stated in the RFP including addendum/amendment if it form part of the RFP response shall to that extent be invalid. The successful bidder cannot define and limit the Scope of Work mentioned in the RFP including addendum/amendment. If it is necessary to sign the Scope of Work document/Contract agreement with successful bidder such scope of work document shall be an exact replica of the Scope of Work stated in the RFP including addendum/amendment. If any deviation is noticed thereafter then RFP Scope of Work mentioned in the RFP including addendum/amendment will be final.

### **52. Successful Bidder’s obligations**

**The following form illustrative obligations of the Bidder. These are not exhaustive.**

- The bidder will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in India, and will indemnify bank against all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder’s negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the bank responsible or obligated.

- The bidder is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
- The bidder is obliged to work closely with the Bank's staff, act within its own authority, and abide by directives issued by bank that are consistent with the terms of the Contract. The bidder is responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanors.
- The bidder shall be solely responsible for the performance of the contract to the satisfaction of bank
- The bidder shall have to execute service level agreement for deliverables and successful execution of the projects to meet bank requirement to its satisfaction. The bank would stipulate strict penalty clauses for non-performance or any failure in the implementation and /or efficient performance of the project.

## ***Various Forms***

### **BID FORMS, PRICE SCHEDULES AND OTHER FORMATS (BF)**

1. Bid Form (Technical) – and As per RFP Annexures 1,2 & 3
2. Bid Form (Price) – and As per RFP Annexure 4
3. Organizational Detail
4. Contract Form
5. Bid Security Declaration
6. Manufacturers/ Producers Authorization Form
7. Format of Certificate for issue by the Purchaser after successful commissioning of the solution.
8. Service Support Details Form
9. Undertaking for Support Services
10. KYE Compliance
11. Undertaking of Authenticity of Solution
12. Self- Declaration of Non- Block listing
13. Escalation Matrix of all verticals
14. Undertaking of Experience of installation & Support of proposed solutions
15. Format of Local Content
16. Format of Certificate for Tender for work under Rule 144 (XI) In GFRS, 2017
17. Undertaking for Labour Law
18. Statement of NIL Deviation
19. Format of Non-Disclosure Agreement
20. Format of Performance Bank Guarantee
21. Format of Bank Guarantee against Annual Maintenance
22. Format of bank Guarantee for Advance Payment
23. Format of Service Level Agreement
24. Unconditional Acceptance of the Terms & Conditions of the RFP & related Annexures.
25. Submission Checklist

**FORMAT – 1**  
**BID FORM (TECHNICAL BID)**  
**(To be included in Technical Bid Envelope)**  
**(As per Annexure 1, 2& 3)**

Date: .....

To:

Bank of India,  
Risk Management Department,  
Information Security Cell,  
7<sup>th</sup> Floor , Star House- s,  
C-5, G-Block, Bandra Kurla Complex  
Bandra (East), Mumbai-400 051.

Gentlemen:

**Re.: proposals for “Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support” for the next 5 years  
(Your RFP Ref: \*\*\*\*\* and As per Annexure 1, 2 & 3)**

~~~~~

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

We undertake, if our Bid is accepted, to provide services in accordance with the delivery schedule specified of RFP & SLA.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to three 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 ..... 2024.

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

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**FORMAT – 2**  
**PROPOSAL FORM (PRICE PROPOSAL)**  
**( As per Annexure 4)**

**(To be included in Price Proposal Envelope)**

To:  
The General Manager  
Bank of India, Head Office,  
Risk Management Department,  
Information Security Cell,  
Star House 2, 7<sup>th</sup> Floor ,  
C-5, G-Block, Bandra Kurla Complex  
Bandra (East), Mumbai-400 051.

Gentlemen:

**Re.: Proposals for “Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support” for the next 5 years  
(Your RFP Ref: \*\*\*\*\*, as per Annexure 4)**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer 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.

(Amount in rupees)

**Submit as per Annexure 4.**

*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 ..... 2024.

\_\_\_\_\_

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_

## Format 3

### ORGANISATIONAL DETAILS

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

**RFP Ref: HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024**

For “**Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**” for the next5 years

|                                                                                          |   |                                                                                                                                                                              |                             |                                         |
|------------------------------------------------------------------------------------------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------------------------|
| CONSTITUTION<br>Proprietary<br>Private Ltd.<br>Public Ltd.                               | : |                                                                                                                                                                              |                             |                                         |
| Established since<br>Commercial Production of the<br>solution on Offer started since     | : |                                                                                                                                                                              |                             |                                         |
| Address of Registered Office                                                             | : |                                                                                                                                                                              |                             |                                         |
| Category                                                                                 | : | Software Producer / Developer (Principal)<br>Hardware Manufacturer (Principal)<br>System Integrator / Solution Provider (Third-party)<br>Any Other ( <i>please specify</i> ) |                             |                                         |
|                                                                                          |   | Name                                                                                                                                                                         | Phone Nos. (With STD Codes) |                                         |
| Names of Proprietor/Partners/<br>Directors                                               | : | 1.                                                                                                                                                                           |                             |                                         |
|                                                                                          |   | 2.                                                                                                                                                                           |                             |                                         |
|                                                                                          |   | 3.                                                                                                                                                                           |                             |                                         |
|                                                                                          |   | 4.                                                                                                                                                                           |                             |                                         |
| Number of Engineers familiar<br>with the solution being offered                          | : |                                                                                                                                                                              |                             |                                         |
| Number of Total Employees                                                                | : |                                                                                                                                                                              |                             |                                         |
| Solution being offered, sold so far to:                                                  |   |                                                                                                                                                                              |                             |                                         |
| Purchaser, with full address<br>and Details of contact person<br>(Phone, Fax and E-Mail) |   | Modul<br>es in<br>Use                                                                                                                                                        | Date of Sale                | Whether Warranty/AMC still<br>continues |
| 1.                                                                                       |   |                                                                                                                                                                              |                             |                                         |
| 2.                                                                                       |   |                                                                                                                                                                              |                             |                                         |

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

**Signature of The bidder:** \_\_\_\_\_

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

**Place:**

**Business address:** \_\_\_\_\_

**Date:**

Format-4  
**CONTRACT FORM**

RFP Ref. No.

Proposals for "**Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**" for the next 5 years.

**THIS AGREEMENT** made the .....day of....., 20... Between Bank of India(hereinafter called "The Bank") of the one part and ..... (*Name of Service provider*) of ..... (*City and Country of Service provider*) (hereinafter called "the Service provider") of the other part :

**WHEREAS** the bank invited Bids for certain services viz., .....(*Brief Description Services*) and has accepted a Bid by the Service provider for the supply of the 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 Scope of Work;
  - c) The Terms of Conditions & Contract;
  - d) The Bank's Notification of Award;
  - e) Schedule of Dates, Amounts etc.

**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 Service provider)

in the presence of:.....

Format 5  
BID SECURITY DECLARATION

To:

Bank of India,  
Risk Management Department,  
7<sup>th</sup> Floor , Star House- s,  
C-5, G-Block, Bandra Kurla Complex  
Bandra (East), Mumbai-400 051.

**Re.:** proposals for “**Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**” for the next 5 years.  
(Your RFP Ref: \*\*\*\*\*)

We \_\_\_\_\_ (bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 1 year from the date of submission of Bid in case of any of the following:

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

Yours faithfully,

Date:

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Authorized Signatories

(Name & Designation, seal of the firm)



Format 6

MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

No.

Date:

To:

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

Dear Sir:

**RFP Ref:HO:RMD:ISC:AJ:2024-25: 58 dated:15.05.2024**

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 for the Solution, Products 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 Products manufactured or distributed by the Supplier:

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

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

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

ii. following such termination, furnishing at no cost to the Bank and shall be inline to RFP terms. The blueprints, design documents, operations manuals, standards, source codes and specifications of the Products shall be provided to bank at no cost, if requested for ensuring business continuity.

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

(d) We will engage our (OEM) team for deployment, implementation of the solution/ solution(s) in the stipulated timeline of RFP, we, OEM, undertake to deploy the solutions, in line with the deployment methodology as proposed during bid submission by our partner and approved by us. Thereafter, support will be provided for contract period.

Yours faithfully,

Authorized Signatory  
(Name of OEM/ Producers)

Note:

Classification: **Internal**

- i. 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.
- ii. This MAF/ Undertaking letter has to be issued by every OEM / all OEMs of the solutions offered by the bidder under this RFP.

Format 7

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

No.

Date:

M/s.

**RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024**

**Sub: Procurement of PIM (Privileged Identity Management) solution with  
Implementation and Maintenance Support**

1. This is to certify that the products / 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 products not yet supplied and recoveries to be made on that account:

| <u>S. No.</u> | <u>Description</u> | <u>Amount to be recovered</u> |
|---------------|--------------------|-------------------------------|
|---------------|--------------------|-------------------------------|

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 Products 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 Products / 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 8  
SERVICE SUPPORT DETAILS FORM

**Ref No.**

**Date-**

To,  
The General Manager,  
Risk Management Department,  
Information Security Division,  
7<sup>th</sup> Floor, Star House 2,  
Head Office, BKC,  
Mumbai-400 051.

**RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024 for Procurement of PIM  
(Privileged Identity Management) solution with Implementation and Maintenance  
Support**

Dear Sir,

Please find the service support details, which shall be available to the Bank as and when required -

| City / Location | Postal Address, Telephone, Fax, E-Mail and Contact Details of Support Personnel | Office Working Hours (Please mention whether the Support Agency is Owned or Franchise arrangement) | Number of Software Engineers capable of supporting the Software being offered | Owned or Franchisee |
|-----------------|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------|
|                 |                                                                                 |                                                                                                    |                                                                               |                     |
|                 |                                                                                 |                                                                                                    |                                                                               |                     |

**Signature of Bidder:** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Business address :** \_\_\_\_\_

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

Format 9

UNDERTAKING FOR SUPPORT SERVICES

To,  
The General Manager,  
Risk Management Department,  
Information Security Division,  
7<sup>th</sup> Floor, Star House s,  
Head Office, BKC,  
Mumbai-400 051.

Gentlemen,

**RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024**  
**For Procurement of PIM (Privileged Identity Management) solution with**  
**Implementation and Maintenance Support**

-----

We undertake, that adequate specialized expertise are available to ensure that the support services are responsive and We assume total responsibility for the fault free operation of the solution proposed and maintenance during the support period.

We undertake that during support Period we will maintain an Uptime of 99.99 % on monthly basis for the solution proposed.

Dated this ..... day of ..... 2024

\_\_\_\_\_  
\_\_\_\_\_  
(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_

Format 10

**KNOW YOUR EMPLOYEE (KYE) COMPLIANCE**

**(This letter should be on the letterhead of bidder duly signed by an authorized signatory).**

To,  
The General Manager,  
Risk Management Department,  
Information Security Division,  
7<sup>th</sup> Floor, Star House s,  
Head Office, BKC,  
Mumbai-400 051.

Sir,

**RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated:15.05 .2024 for Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**

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

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

2. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report(issued in last six months), character certificate regarding fit and satisfactory conduct, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for ..... (Name of the RFP).”

Yours faithfully,

**Signature of Bidder:** \_\_\_\_\_

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

**Business address:** \_\_\_\_\_

**Place:**

**Date**

Format11

UNDERTAKING OF AUTHENTICITY OF SOLUTION  
(HARDWARE AND SOFTWARE)

*(This letter should be on the letterhead of bidder duly signed by an authorized signatory).*

To,

The General Manager,  
Risk Management Department,  
Information Security Division,  
7<sup>th</sup> Floor, Star House s,  
Head Office, BKC,  
Mumbai-400 051.

**RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024 for Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**

Dear Sir,

With reference to the subject matter, we hereby undertake that all the components/parts/assembly/software used in the Solution, Hardware, Application Server Software and Backup software for Proposed Solutions shall be original and new components / products only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / Parts / Assembly / Software are being used or shall be used.

We also undertake that in respect of licensed operating system/other required software, if any, the same shall be supplied along with the authorized license certificate (e.g. Product Keys, if any on Certification of Authenticity) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

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

In case of default and we are unable to comply with above at the time of delivery or during installation, we agree to take back entire setup (i.e. Servers, Application Server Software and Backup software) for Video Conferencing Solution without demur, if already supplied and return the money if any paid to us by you in this regard.

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

**Signature of Bidder:** \_\_\_\_\_

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

**Business address:** \_\_\_\_\_

**Place:** \_\_\_\_\_ **Date:** \_\_\_\_\_



Format 12

SELF-DECLARATION OF NON-BLACKLISTING

(This letter should be on the letterhead of bidder duly signed by an authorized signatory).

Date:

To,  
The General Manager,  
Risk Management Department,  
Information Security Division,  
7<sup>th</sup> Floor, Star House s,  
Head Office, BKC,  
Mumbai-400 051.

Dear Sir:

**RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024 for Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**

We who are established and reputable hereby confirm that our company (The Auditor/ Firm/ Company/LLP) or its group company / subsidiary company / holding company /affiliate /associate company / partner should have never been black listed and/ or banned and /or barred and / or disqualified and or prohibited by SEBI and /or RBI and /or NCLT and/ or NCLAT and / or any court of law and / or quasi-judicial authority / and or any other statutory and/ or regulatory authority, in undertaking any work directly or indirectly which is required to perform as stated in this RFP and/ or issuance of any certificate of audit directly or indirectly with respect to the work sated herein the RFP”.

Yours faithfully,

Authorized Signatory (Name)

(Designation)

**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 13  
ESCALATION MATRIX OF ALL VERTICALS

(To be kept in the Technical Proposal Envelope)

**RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024 for Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**

The escalation matrix up to top level of company is tabulated below in hierarchy-

| Sr. No. | Particulars | Level-1 Escalation                        | Level-2 Escalation                        | Level-3 Escalation                        |
|---------|-------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|
| 1       |             | Name:<br>Phone No:<br>Cell No:<br>Email : | Name:<br>Phone No:<br>Cell No:<br>Email : | Name:<br>Phone No:<br>Cell No:<br>Email : |

**Yours faithfully,**

**Authorized Signatory (Name)**

**(Designation)**

**Note-**Kindly mention escalation matrix of all verticals (support, sales and delivery of the company). There should be a single point of contact of senior level for verticals.

UNDERTAKING OF EXPERIENCE OF INSTALLATION AND SUPPORT OF  
PROPOSED SOLUTIONS.

**(This letter should be on the letterhead of both bidder and OEM separately duly signed by an authorized signatory)**

To,  
The General Manager,  
Risk Management Department,  
Information Security Division,  
7<sup>th</sup> Floor, Star House s,  
Head Office, BKC,  
Mumbai-400 051.

Sir,  
**RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024 for Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**

We hereby undertake that we (in case of OEM) / our partner .....(Name of Bidder) are/is possessed expertise in implementation and support of proposed solution in compliance of RBI guidelines (and its amendments) and best industry standards.

Yours faithfully,

**Signature of Authorized Signatory from OEM/ bidder** \_\_\_\_\_

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

**Business address:** \_\_\_\_\_

**Place:**

**Date:**

Format 15  
FORMAT FOR LOCAL CONTENT

**CERTIFICATION FOR LOCAL CONTENT**

Date:

To,  
The General Manager,  
Risk Management Department,  
Information Security Division,  
7<sup>th</sup> Floor, Star House s,  
Head Office, BKC,  
Mumbai-400 051.

Dear Sir,

**RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024 for Procurement of  
PIM (Privileged Identity Management) solution with Implementation and  
Maintenance Support**

**Bidder Name:**

This is to certify that proposed <services as per scope of work> is having the local content of % as defined in the above mentioned RFP and amendment thereto.

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

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

**Countersigned by the bidder:  
Bidder- (Authorized Signatory)**

## Format 16

### FORMAT OF CERTIFICATE FOR TENDERS FOR WORKS UNDER RULE 144 (XI) IN THE GENERAL FINANCIAL RULES (GFRS), 2017

To,

Bank of India.

.....

.....

Dear Sir,

**RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024 for Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**

**Bidder Name:**\_\_\_\_\_

We, M/s ----- are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

- a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23<sup>rd</sup> July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.
- b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:  
\* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.  
or  
\*We, the Bidder are from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.  
(\*Delete whichever is not applicable)
- c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by Bank of India in writing, in which case we

shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFP and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank of India shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. Bank shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23<sup>rd</sup> July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

“ Definitions

*"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.*

*"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.*

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

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

*"Beneficial owner" for the purpose of above will be as under:*

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

*Explanation—*

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

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

*(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;*

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

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

*"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."*

Executed at..... On this the ...day of .....

Authorised Signatory

M/s-----

Signature and Name

Seal of the Bidder

Format 17  
UNDERTAKING FOR LABOUR LAW

Date:

To,  
The General Manager,  
Risk Management Department,  
Information Security Division,  
7<sup>th</sup> Floor, Star House 2,  
Head Office, BKC,  
Mumbai-400 051.

**Reg.: RFP for Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**

**RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024**

We, M/s \_\_\_\_\_ undertake that we comply with all the applicable clauses of Labour Laws issued by Govt of India. The required related documents will be submitted, if required during the contract period.

Authorized Signatory

Name-

Designation-

Place:.....

Date: .....



Format 18  
Statement of NIL Deviation

(On company's letterhead)

To,  
General Manager,  
Bank of India,  
Risk Management Department,  
Information Security Cell,  
7<sup>th</sup> Floor, Star House 2, C-5, G block,  
Bandra Kurla Complex, Bandra East,  
Mumbai – 400 051.

Dear Sir,

**RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024**

**RFP for Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**

Having examined the Tender Documents including all Annexure, the receipt of which is hereby duly acknowledged, we confirm our acceptance for all the terms & Conditions of the RFP Document.

We undertake that we will abide by all clauses, terms, conditions and specifications mentioned in the RFP.

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

Authorized Signatory  
(Name: Contact Person, Phone No., Fax, E-mail)

Note: This letter should be on the letterhead of the Vendor duly signed by an authorized signatory

Format- 19

**FORMAT OFNON-DISCLOSURE AGREEMENT**

**RFP Ref. No.:**

**Proposals for “Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support” for the next 5 years**

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to **RFP for Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**, 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 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 proposals for “Procurement and Facility Management Support (FMS) for Perimeter Security Solutions” for the next 5 years, 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:

Office Seal:

Place :

Date:

## Format-20

### FORMAT OF PERFORMANCE BANK GURANTEE

To,

General Manager,

Bank of India

Risk Management Department,

Information Security Cell, Head Office,

7<sup>th</sup> floor, Star House – 2, C-5, “G” Block, 8th Floor,

Bandra Kurla Complex, Bandra (East),

Mumbai – 400051

Dear Sir,

WHEREAS

**BANK OF INDIA**, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Star House, C – 5, ‘G’ Block, Bandra- Kurla Complex, Bandra (East), Mumbai – 400 051, (hereinafter referred to as the “**Bank**” which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors-in-interest and assigns) had floated Request for Proposal dated ----- (hereinafter referred to as RFP) inviting bids from competent vendors for----- Pursuant to the RFP -----, a ----- duly registered under the ----- Act and having its registered office at----- (herein after referred to as the “Vendor/Bidder” which terms shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors-in- interest and permitted assigns), has submitted its bid and based on the bid, representations and warranties made by the bidder, Bank has awarded the Contract valued **Rs. -----/-** and engaged ----- for-----.

1. Bank of India vide Engagement letter / Purchase Order No ----- **dated** ----- on the terms and conditions asset out inter-alia in the said ----- and in the Agreement executed between the Bank and the Vendor /Bidder dated -----.

2. WHEREAS in terms of the said RFP and Agreement the Vendor / Bidder shall have to furnish a Performance Guarantee, for **Rs. ----- (Rupees ----- only)**, equivalent to -----% of the total Contract value, to be issued by Nationalized Bank in favour of Bank of India towards due performance of the Contract in accordance with the specifications, terms and conditions of the said RFP/Agreement dated ----- entered into in this behalf.

3. WHEREAS Vendor/Bidder has approached us for issuing in favour of Bank of India a performance Guarantee for the sum of **Rs. -----/- (Rupees ----- only)**.

NOW THEREFORE in consideration of Bank of India having awarded the Contract to -- ----- inter-alia on the terms & conditions that provides a performance guarantee for due performance of the terms and conditions thereof.

We, ----- **Bank** , a ----- and -having its registered office at ----- and its one of branch office at ----- India at the request of ----- do hereby expressly, irrevocably and unconditionally undertake to pay merely on demand from Bank of India and without any demur without referring to any other source, **Rs. -----/- (Rupees ----- only)** against any loss or damage caused to and/or suffered by and /or that may be caused to and/or suffered by Bank of India on account of any breach or breaches on the part of any of the terms and conditions of the Contract and/or in the event of ----- committing any default or defaults in carrying out any of the work or discharging any obligation under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto including non-execution of the Agreement as may be claimed by Bank of India on account of breach on the part of ----- of their obligations or default in terms of the said RFP/Agreement.

4. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that Bank of India 's decision as to whether the ----- has committed any such breach / default or defaults and the amount or amounts to which Bank of India claims thereof will be binding on us and we shall not be entitled to ask Bank of India to establish its claim or claims under this Guarantee, but shall pay the same for the with on demand without any protest or demur. Any such demand made by Bank of India shall be conclusive as regards the amount due and payable by us to Bank of India.

5. This Guarantee shall be valid upto ----- i.e ----- **plus** ----- **months** of the Claim period from the expiry of said guarantee period i.e up to ----- . Without prejudice to Bank of India's claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

6. Bank of India will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the said engagement letter or the Contract to be made pursuant thereto or extend the time of performance of the Contract or to postpone for any time or from time to time any of Bank of India 's rights or powers against the ----- and either to enforce or forbear to enforce any of the terms and conditions of the said engagement letter or the Contract and we shall not be released from our liability under Guarantee by exercise of Bank of India's liberty with reference to matters aforesaid or by reason of any time being given to or any other forbearance, act or omission on Bank of India's part or any indulgence by Bank of India or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions here of have the effect of releasing us from our liability here under

7. In order to give full effect to the Guarantee herein contained, Bank of India shall be entitled to act as if we were Bank of India's principal debtor in respect of all Bank of India's claims against hereby guaranteed by us as afore said and notwithstanding any security or other guarantees that the Bank may have in relation to the Vendor/bidder liabilities from time to time, as this guarantee constitutes a separate, distinct and independent contract between us.

8. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all Bank of India 's claim or claims against ----- from time to time arising out of or in relation to the said engagement letter/Contract and in respect of which Bank of India 's claim in writing is lodged on us before expiry of Guarantee and claim period.

9. Any Notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, e-mail or registered post to our Head Office / Local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

10. This Guarantee shall not be affected by any change in the constitution of----- or nor shall it be affected by any change in Bank of India 's constitution or by any amalgamation or absorption there of or there with but will ensure to the benefit of and be available to and been forceable by the absorbing or amalgamated company concern.

11. This Guarantee shall come into force from the date of its execution and shall not be revoked by us at any time during its currency or extensions thereof without Bank of India's previous consent in writing.

12. We further agree and undertake to pay Bank of India the amount demanded in writing irrespective of any dispute or controversy between Bank of India and----- in any suit or proceeding pending before any court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute and unequivocal.

13. We have the power to issue this Bank Guarantee in Bank of India's favour and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.

14. Our authority to issue this guarantee may be verified with our Controlling Office situated at ----- (full details of persons to be contacted address and phone Numbers etc).

15. Any officer of the Bank shall be competent to issue demand/notice or to issue any appropriate instructions, as the circumstances may warrant, to us under this Guarantee, which we shall be liable to comply, without raising any dispute or question/s in regard there to, in any manner what so ever.

16. Notwithstanding anything contained hereinabove:

i. Our liability under this Guarantee shall not exceed **Rs. -----/- (Rupees ----- only)**

ii. This Guarantee shall be valid and remain in force up to ----- Years i.e. from -----to -----plus the Claim period of **12** months i.e upto---

17. This guarantee shall be governed by and construed in accordance with the Laws of India and shall be subject to the jurisdiction of competent court in Mumbai, India.

Dated this the ... day of ....., 20

Authorised Signatory

For and on behalf of

Format 21  
FORMAT OF BANK GUARANTEE AGAINST ANNUAL MAINTENANCE  
(If Applicable)  
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024 for Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**

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 Products 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 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 5% 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 needing 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.

Format 22

FORMAT OF BANK GUARANTEE FOR ADVANCE PAYMENT

RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated: 15.05.2024 for  
Procurement of PIM (Privileged Identity Management) solution with  
Implementation and Maintenance Support

To: (Name of Purchaser)  
(Address of the Purchaser)

\_\_\_\_\_

\_\_\_\_\_

(Name of Contract)

Gentlemen:

In accordance with the provisions of the Terms and Conditions of Contract, to provide for advance payment, \_\_\_\_\_ (name and address of Supplier) (hereinafter called "the Supplier") shall deposit with \_\_\_\_\_ (name of Purchaser) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of (amount of guarantee\* (in figures and words)).

We, the (bank or financial institution), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to (name of Purchaser) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding (amount of guarantee\* in figures and words).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between (name of Purchaser) and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until \_\_\_\_\_ (expected date of last delivery).

Yours truly,

Signature and seal :

Name of bank/

Financial institution :

Address :

Date :

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

Format 23

**SERVICE LEVEL AGREEMENT (SLA)**

**Suitable Service Level Agreement (SLA) as per Government / RBI / Banks guidelines will be executive with the shortlisted L1 bidder.**



Format 24

UNCONDITIONAL ACCEPTANCE OF THE TERMS & CONDITIONS of the RFP  
and related Annexures

(To be submitted on the bidder Company's Letter Head)

Date:

To,

The General Manager,  
Risk Management Department,  
Information Security Division,  
7<sup>th</sup> Floor, Star House s,  
Head Office, BKC,  
Mumbai-400 051.

**RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024 for Procurement of PIM (Privileged Identity Management) solution with Implementation and Maintenance Support**

Sir/Madam,

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP including all Annexures addendum/amendment/corrigendum floated for Bank of India pertaining to this RFP Ref. **No Ref: RFP Ref:HO:RMD:ISC:AJ:2024-25:58 dated:15.05.2024**

We undertake that we will abide by all clauses, terms, conditions and specifications mentioned in the RFP.

Authorized Signatory

(Name)

Designation

Seal/Stamp of the Contract

Date:

## FORMAT 25 – Submission Checklist

### **Bid Security –**

Bidders are required to give a Bid Security for Rs. 1,00,000 (Rupees One Lakh only) by way of Demand Draft or Bank Guarantee. The Demand Draft should be drawn at Mumbai, payable to “BANK OF INDIA”. The bidder can submit the Bank Guarantee in favour of Bank of India of the equaling amount of Rs.1,00,000/-

RFP Bids submitted without the Bid Price or Bid Security will be rejected.

The bidder registered under Micro & Small enterprise (MSE) are exempted for depositing bid security of Rs.100,000/-, subject to submission of valid and authorized copy of MSME Registration Certificate and exemption certificate (if applicable) from relevant authorities. The MSE registration certificate submitted must be valid as on bid submission date.

### **Technical Bid**

The bidder has to ensure that the following have been submitted as a part of the RFP submission process.

Failure to provide any of the documents as detailed below could lead to the disqualification of the bidder from the bid.

### **Qualification evaluation:**

| Functional Specification Document | Submitted( Bidder) |
|-----------------------------------|--------------------|
| Prequalification Criteria         |                    |

### **Formats**

The following Letters and Formats need to be submitted as part of Technical Bid.

| Letter / Format                                                | Submitted(Bidder) |
|----------------------------------------------------------------|-------------------|
| Format 1 – Bid Form (Technical) – and As per RFP Annexures     |                   |
| Format 2 – Bid Form (Price) – and As per <b>RFP Annexure 4</b> |                   |
| Format 3 – Organizational Detail                               |                   |
| Format 4 – Contract Form                                       |                   |
| Format 5 – Bid Security Declaration                            |                   |
| Format 6 – Manufacturers/ Producers Authorization Form         |                   |

|                                                                                                             |  |
|-------------------------------------------------------------------------------------------------------------|--|
| Format 7 - Format of Certificate for issue by the Purchaser after successful commissioning of the solution. |  |
| Format 8 – Service Support Details Form                                                                     |  |
| Format 9 – Undertaking for Support Services                                                                 |  |
| Format 10 – KYE Compliance                                                                                  |  |
| Format 11 – Undertaking of Authenticity of Solution                                                         |  |
| Format 12 – Self- Declaration of Non- Block listing                                                         |  |
| Format 13 – Escalation Matrix of all verticals                                                              |  |
| Format 14 – Undertaking of Experience of installation & Support of proposed solutions                       |  |
| Format 15 – Format of Local Content                                                                         |  |
| Format 16 – Format of Certificate for Tender for work under Rule 144(XI) in GFRS,2017                       |  |
| Format 17 – Undertaking for Labour Law                                                                      |  |
| Format 18 – Statement of NIL Deviation                                                                      |  |
| Format 19 – Format of Non-Disclosure Agreement                                                              |  |
| Format 20 – Format of Performance Bank Guarantee                                                            |  |
| Format 21 – Format of Bank Guarantee against Annual Maintenance                                             |  |
| Format 22 – Format of bank Guarantee for Advance Payment                                                    |  |
| Format 23 – Format of Service Level Agreement                                                               |  |
| Format 24 – Unconditional Acceptance of the Terms & Conditions of the RFP & related Annexures.              |  |
| Format 28 – Submission Check List                                                                           |  |

**RFP Bids submitted without the required formats or which are not meeting the pre-qualification criteria will not be selected for detailed technical evaluations.**  
**Annexures to RFP**

- Annexure 1 - Technical Specifications
- Annexure 2- Technical Work Experience References
- Annexure 3 - Technical Bid
- Annexure 4 - Commercial Bid
- Annexure 5– Sizing Sheet
- Annexure 6 - Project Timelines
- Annexure 7 – Reverse Auction

\*\*\*\*\*

## Annexure-1. Technical Specification

| S.No | Technical Specifications –<br>Privilege Identity Management                                                                                                                                                                                                    | Remarks   | Compliance | References |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------|
|      |                                                                                                                                                                                                                                                                | Essential | (Yes/No)   |            |
|      | <b>Industry Certifications and Evaluations</b>                                                                                                                                                                                                                 |           |            |            |
| 1    | 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 the contract start date or till the contract validity. | <b>E</b>  |            |            |
| 2    | If Proposed software/OS becomes End Of Life during said contract period, OEM should continue to provide at least latest software support till the contract is valid or SI will provide software/ OS without any additional cost to the Bank.                   | <b>E</b>  |            |            |
| 3    | If the provided hardware going for EoL (End of Life), EoS (End of Support) during contract period, bidder has to bear the cost for extended support or arrange supported hardware till the contract period.                                                    | <b>E</b>  |            |            |
| 4    | The SI and 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).                              | <b>E</b>  |            |            |
| 5    | The Solution architecture should meet regulatory compliance such as PCI DSS, Data Privacy Law, GDPR etc.                                                                                                                                                       | <b>E</b>  |            |            |
| 6    | The offered PIM OEM Solution must be certified for Common Criteria Certificate EAL 2+ and supporting certificate document                                                                                                                                      | <b>E</b>  |            |            |

| S.No | Technical Specifications – Privilege Identity Management                                                                                                                                                                                                                                             | Remarks   | Compliance | References |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------|
|      |                                                                                                                                                                                                                                                                                                      | Essential | (Yes/No)   |            |
|      | should be submitted during bid submission.                                                                                                                                                                                                                                                           |           |            |            |
|      | <b>General Specification</b>                                                                                                                                                                                                                                                                         |           |            |            |
| 7    | The proposed solution should be able to vault all database services automatically after a set period of time.                                                                                                                                                                                        | E         |            |            |
| 8    | The proposed solution should be 100% agent less solution for password and session management. There should not be a need to install agents on target devices.                                                                                                                                        | E         |            |            |
| 9    | The proposed solution should have complete high availability configuration at all infrastructure components.                                                                                                                                                                                         | E         |            |            |
| 10   | The proposed solution should support multi-port database integration i.e. integration of scan database which is mapped with multiple physical databases through cluster.                                                                                                                             | E         |            |            |
| 11   | The proposed solution should have Disaster Recovery vault other than DC and DR infrastructure so that department has ability to recover passwords of their server in case of PIM failure at both DC and DR.                                                                                          | E         |            |            |
| 12   | The proposed solution should support Web Console having multiple window as well as redirection to multiple sub urls.                                                                                                                                                                                 | E         |            |            |
| 13   | The solution should have the capability to auto-onboard assets via integration with AD or bulk uploads (VM's, databases, network devices), groups, and discover accounts. It should be further able to configure rules to auto-assign the desired relationships/roles based on the least privileges. | E         |            |            |
| 14   | The solution should have integration capabilities with                                                                                                                                                                                                                                               | E         |            |            |

| S.No | Technical Specifications – Privilege Identity Management                                                                                                                                                                                                                                                      | Remarks   | Compliance | References |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------|
|      |                                                                                                                                                                                                                                                                                                               | Essential | (Yes/No)   |            |
|      | Virtualization platforms, IaaS, and PaaS besides On-Prem AD/LDAP.                                                                                                                                                                                                                                             |           |            |            |
| 15   | The solution should be able to onboard and automatically vault various systems including operating system accounts (Windows, Unix/Linux, Customized OS) and other infrastructure assets like Network devices, databases, application servers, etc.                                                            | E         |            |            |
| 16   | The Solution Should integrate with devices like, Routers, Switches, Firewalls, UTM devices, NIPS, DDoS appliances, SIEM, HSM, WAF devices and Load Balancers for GUI and CLI.                                                                                                                                 | E         |            |            |
| 17   | The solution should onboard the Organization structure from a directory store for ease of administration and should automatically onboard users into the privilege access management solution. The auto-onboarding capability should also be available for public cloud directories like AWS, Azure, GCP etc. | E         |            |            |
| 18   | The solution should be able to map privileged and personal accounts of various target systems                                                                                                                                                                                                                 | E         |            |            |
| 19   | The solution should integrate and monitor connection of client applications such as TOAD, PLSQL, SQL developer, JDBS/ODBS connections etc.                                                                                                                                                                    | E         |            |            |
| 20   | The solution should be able to integrate with public cloud infrastructure.                                                                                                                                                                                                                                    | E         |            |            |
| 21   | The proposed solution should provide User Discovery which should scan our on-premise infrastructure and provide us report with the list of all the privilege accounts and SSH keys at our environment.                                                                                                        | E         |            |            |

| S.No | Technical Specifications – Privilege Identity Management                                                                                                                                                                | Remarks   | Compliance | References |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------|
|      |                                                                                                                                                                                                                         | Essential | (Yes/No)   |            |
| 22   | The proposed solution should provide the utility to scan our cloud infrastructure.                                                                                                                                      | E         |            |            |
| 23   | The proposed solution should have scheduled automatic scanning to identify newly created accounts.                                                                                                                      | E         |            |            |
| 24   | The proposed solution should be able to discover and detect windows dependencies like Windows Scheduled accounts, Scheduled tasks accounts, IIS Application pool accounts and automatically on board them in the vault. | E         |            |            |
|      | <b>Authentication &amp; Administration</b>                                                                                                                                                                              |           |            |            |
| 25   | The solution should have the capability to integrate with any directory stores like Active Directory (AD) and Open LDAP or equivalent                                                                                   | E         |            |            |
| 26   | The solution should provide an in-built directory store for end user authentication with features of MFA authentication.                                                                                                | E         |            |            |
| 27   | The solution should have the capabilities to integrate with any adaptive or MFA authentication tools. It should support MFA integration at Vault user level as well as target device level from day one.                | E         |            |            |
| 28   | The solution should have their own built-in capabilities for adaptive and MFA especially the bio- metrics and mobile authenticators. Necessary licenses should also be factored in the BOM.                             | E         |            |            |
| 29   | The solution should provide a multi-domain authentication feature whereby the entire operations can operate in a distributed environment. This feature should be provided for                                           | E         |            |            |

| S.No | Technical Specifications – Privilege Identity Management                                                                                                                                                                                                                                                              | Remarks   | Compliance | References |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------|
|      |                                                                                                                                                                                                                                                                                                                       | Essential | (Yes/No)   |            |
|      | authentication of users as well as Identity authentication for target systems.                                                                                                                                                                                                                                        |           |            |            |
| 30   | The solution should provide ease of registration (for multiple MFAs) by end-users.                                                                                                                                                                                                                                    | E         |            |            |
| 31   | The solution should include a BOT builder/API for developing automated functions for transparent target connections, as well as any required dependencies, such as pre/post connection or manual input. For ease of integration, this is a necessity.                                                                 | E         |            |            |
| 32   | The solution should integrate/Accessible and monitor connection of client applications such as TOAD, PLSQL,SQL developer, JDBS/ODBS connections etc.                                                                                                                                                                  | E         |            |            |
| 33   | The solution should be able to handle multi-location architecture or distributed architecture with seamless integration at the user level. The solution should be able to intelligently route the user to the intended target system access in the safest possible way, considering simplicity of use and experience. | E         |            |            |
| 34   | The solution should be able to ensure that the proposed PIM solution can work in a multi-domain environment, that is, it should be able to authenticate multiple systems even if they operate in distributed authentication modes, such as multi-domain authentication.                                               | E         |            |            |
| 35   | The solution should be able to support, quick access, time-based access, or one-time access through the platform.                                                                                                                                                                                                     | E         |            |            |



| S.No                       | Technical Specifications – Privilege Identity Management                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Remarks   | Compliance | References |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------|
|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Essential | (Yes/No)   |            |
| 36                         | The solution should provide access to end-users based on least privilege principles. And then grant the user the ability to elevate users' access based on certain roles and access approval methodologies with inbuilt dynamic workflows.                                                                                                                                                                                                                                                                                                                                                           | E         |            |            |
| 37                         | There should be no latency or performance degradation in using an average of 3000 concurrent users and systems.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | E         |            |            |
| 38                         | The solution should have features for creating adequate roles for team leads, where in Maker Checker' principles are used for administration.                                                                                                                                                                                                                                                                                                                                                                                                                                                        | E         |            |            |
| <b>Password Management</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |            |            |
| 39                         | <p>The proposed solution should be able to manage the passwords of privilege accounts for below target devices:-</p> <ul style="list-style-type: none"> <li>- OS accounts (all flavors)</li> <li>- Windows local and domain account</li> <li>- Unix admin accounts and SSH keys</li> <li>- Databases (with clients like Toad, SQL Plus, SQL Server Management Studio and more)</li> <li>- Network and Security devices</li> <li>- Admin web console for applications</li> <li>- Cloud resources</li> <li>- Cloud console and access keys</li> <li>- VM infrastructure, e.g.-Nutanix, ESXi</li> </ul> | E         |            |            |
| 40                         | The solution should keep the passwords in very strong encrypted form. Support for Hardware Security Modules (HSMs) should be available.                                                                                                                                                                                                                                                                                                                                                                                                                                                              | E         |            |            |
| 41                         | The proposed solution should have password vaulting technology to secure Privilege credentials with multi-encryption techniques (AES-256)                                                                                                                                                                                                                                                                                                                                                                                                                                                            | E         |            |            |

| S.No | Technical Specifications – Privilege Identity Management                                                                                                                                               | Remarks   | Compliance | References |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------|
|      |                                                                                                                                                                                                        | Essential | (Yes/No)   |            |
| 42   | The solution should be able to integrate with HSM's for key management                                                                                                                                 | E         |            |            |
| 43   | Offline access of managed credentials in case of vault failure should generate audit logs that are synced with the Vault once it's back online.                                                        | E         |            |            |
| 44   | The solutions should onboard and support credential management for cloud and containerized environment.                                                                                                | E         |            |            |
| 45   | The solution should provide a secure method to facilitate access to managed assets in case of PIM failure for identified users (local vault) like fail safe features.                                  | E         |            |            |
|      | <b>Workflow &amp; Notifications</b>                                                                                                                                                                    |           |            |            |
| 46   | Multi-level approval workflow with E-mail and SMS notification and delegation rules.                                                                                                                   | E         |            |            |
| 47   | Ability to provide for the delegation at all levels in the workflow.                                                                                                                                   | E         |            |            |
| 48   | The solution should support a workflow approval process that is flexible to assign multiple levels of approvers based on product or model (i.e. require 2 or more approvals before access is allowed). | E         |            |            |
| 49   | The solution should support a workflow approval process that requires approvers to be in sequence before final approval is granted.                                                                    | E         |            |            |
| 50   | The solution should support workflow delegation capabilities.                                                                                                                                          | E         |            |            |
| 51   | The solution should provide ready integration with BMC Remedy for workflows.                                                                                                                           | E         |            |            |
| 52   | The solution should have the capability to provide alerts and notifications for critical PIM events over SMS & Email.                                                                                  | E         |            |            |

| S.No                                             | Technical Specifications – Privilege Identity Management                                                                                                                                                                                             | Remarks   | Compliance | References |
|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------|
|                                                  |                                                                                                                                                                                                                                                      | Essential | (Yes/No)   |            |
| 53                                               | The solution should have the capability to provide alerts and notifications for all administration/configuration activities over SMS & Email                                                                                                         | E         |            |            |
| <b>Session management, Logging and Reporting</b> |                                                                                                                                                                                                                                                      |           |            |            |
| 54                                               | The solution should be able to send Customizable notification for command executed on SSH and Telnet based devices.                                                                                                                                  | E         |            |            |
| 55                                               | The solution should be able to support a session recording of any session initiated via the session management solution including applications (desktop and web), servers (windows, *nix), network devices, databases, and virtualized environments. | E         |            |            |
| 56                                               | The solution should be able to log commands for all commands fired over SSH Session and for database access.                                                                                                                                         | E         |            |            |
| 57                                               | The solution should be able to record/log and search text commands for all sessions of the database even through the third-party utilities                                                                                                           | E         |            |            |
| 58                                               | The solution should be able to record/log and search Keystrokes/text commands for all sessions on RDP                                                                                                                                                | E         |            |            |
| 59                                               | The solutions should support search options for session-based recording on any combination of target accounts, group or target system and end-user.                                                                                                  | E         |            |            |
| 60                                               | The solution should log all administrator and end-user activity, including successful and failed access attempts and associated session data (date, time, IP address, MAC, etc.).                                                                    | E         |            |            |
| 61                                               | The solution should be able to record old and new values for all logs related to the administrative activities within the solution.                                                                                                                  | E         |            |            |

| <b>S.No</b> | <b>Technical Specifications – Privilege Identity Management</b>                                                                                                                                                                                                                                                                | <b>Remarks</b>   | <b>Compliance</b> | <b>References</b> |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------|-------------------|
|             |                                                                                                                                                                                                                                                                                                                                | <b>Essential</b> | <b>(Yes/No)</b>   |                   |
| 62          | The system should be able to define critical commands for alerting & monitoring purposes through SMS or Email alerts or through reports.                                                                                                                                                                                       | <b>E</b>         |                   |                   |
| 63          | The solution should provide separate logs for commands and session recordings. Session recordings should be available in image/ video- based formats.                                                                                                                                                                          | <b>E</b>         |                   |                   |
| 64          | The solution should support secure and tamper-proof storage for audit records, policies, entitlements, privileged credentials, recordings, etc.                                                                                                                                                                                | <b>E</b>         |                   |                   |
| 65          | The session recording should be SMART to help jump to the right session through the text logs.                                                                                                                                                                                                                                 | <b>E</b>         |                   |                   |
| 66          | The solution shall cater for live monitoring of sessions and manual termination of sessions when necessary.                                                                                                                                                                                                                    | <b>E</b>         |                   |                   |
| 67          | The proposed solution shall support correlation by integrating with SIEM and unified auditing for shared and privileged account management/activity.                                                                                                                                                                           | <b>E</b>         |                   |                   |
| 68          | Session management support in browsers using browser based with and without the need for the user endpoint to open an RDP, Ssh, or local application.                                                                                                                                                                          | <b>E</b>         |                   |                   |
| 69          | The proposed solution should facilitate the Bank to perform User Access review on quarterly basis for all the services granted to users through PIM Solution and automatically restarted for next quarter after present quarter ends. The Necessary reports should also be provided by the tool for documentation of the same. | <b>E</b>         |                   |                   |
| 70          | The solution should offer RDP, SSH, or telnet protocol filtering (to detect, filter, or block specific commands or data)                                                                                                                                                                                                       | <b>E</b>         |                   |                   |

| S.No | Technical Specifications – Privilege Identity Management                                                                                                                                                                          | Remarks   | Compliance | References |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------|
|      |                                                                                                                                                                                                                                   | Essential | (Yes/No)   |            |
| 71   | The solution should provide an extra layer of security especially on system OS to provide access control on shared accounts and the ability to filter commands even if the rights are natively available to the share accounts.   | E         |            |            |
| 72   | The solution should be able to restrict usage of critical commands over SSH-based console based on any combination of target account, group or target system and end-user.                                                        | E         |            |            |
| 73   | The Solution should include workflow control while accessing critical assets like OS, DB, Network devices etc.                                                                                                                    | E         |            |            |
| 74   | The solution should be able to restrict privileged activities on a windows, Linux or any custom OS server (e.g. host to host jumps, command/telnet access, application access, tab restrictions) from sessions initiated with PIM | E         |            |            |
| 75   | The solution should provide transparent connections to any target systems, including business applications and/or devices/systems (with or without passwords/ keys/ tokens).                                                      | E         |            |            |
| 76   | The solution should be able to establish a large number of concurrent connections from a secure gateway/Gateway that can also serve as a firewall for end-user applications, devices, and systems.                                | E         |            |            |
| 77   | Wherever applicable, the proposed PIM solutions should be able to provide direct connections to end applications/systems/devices requiring the usage of a secured gateway/jump servers.                                           | E         |            |            |

| S.No            | Technical Specifications – Privilege Identity Management                                                                                                                                        | Remarks   | Compliance | References |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------|
|                 |                                                                                                                                                                                                 | Essential | (Yes/No)   |            |
| 78              | The solution should support access to public cloud platforms and should allow transparent login to Cloud Management Consoles.                                                                   | E         |            |            |
| 79              | The solution should have the capability to launch enterprise applications (desktop and web) for admin access and their accesses should be monitored and logged.                                 | E         |            |            |
| 80              | The solution should have the ability to grant role-based access to the target systems.                                                                                                          | E         |            |            |
| 81              | The solution should provide out of the box reports for general daily operations                                                                                                                 | E         |            |            |
| 82              | The solution shall have the ability to run all reports by frequency, on-demand, and schedule.                                                                                                   | E         |            |            |
| 83              | The solution should provide detailed and scheduled reporting with the following basic report sets Entitlements Reports, User's activities, Privileged Accounts inventory and Activity log, etc. | E         |            |            |
| 84              | The solution should have the ability to report on all system administrative changes performed by Access System Administrators with relevant auditable records                                   | E         |            |            |
| <b>Security</b> |                                                                                                                                                                                                 |           |            |            |
| 85              | The Solution should be TLS 1.2 and SHA-2 compliant for PCI-DSS compliance                                                                                                                       | E         |            |            |
| 86              | The Administrator user should not be able to see the data (passwords) that are controlled by the solution.                                                                                      | E         |            |            |
| 87              | The solution should secure master data, records, entitlement, policy data, and other credentials in a tamper-proof storage container.                                                           | E         |            |            |
| 88              | The solution should store Password and SSH keys safekeeping in the certified vault (minimum AES 256-bit encryption)                                                                             | E         |            |            |

| S.No | Technical Specifications –<br>Privilege Identity Management                                                                                                                                                                    | Remarks   | Compliance | References |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------|
|      |                                                                                                                                                                                                                                | Essential | (Yes/No)   |            |
| 89   | The solution should support common protocols to connect to PIM servers to ensure the best interoperability with environments.                                                                                                  | E         |            |            |
| 90   | The solution architecture should be highly scalable both vertically as well as horizontally.                                                                                                                                   | E         |            |            |
| 91   | The solution should support multiple active instances with load balancing and fully automatic failover to another active instance                                                                                              | E         |            |            |
| 92   | The system should be highly available (24x7x365) and redundant from application failure, data failure.                                                                                                                         | E         |            |            |
| 93   | The solution should have the ability to integrate with enterprise authentication methods e.g. multiple 3rd party authentication methods including AD, LDAP, Windows SSO, PKI, RADIUS and a built- in authentication mechanism. | E         |            |            |
| 94   | The solution should integrate with ticketing systems like BMC Remedy etc.                                                                                                                                                      | E         |            |            |
| 95   | The solution should have ability to integrate with automation software for enhancing productivity in the data center.                                                                                                          | E         |            |            |
| 96   | The solution should have the capability to detect, report, block and record outside PIM accesses in the environment.                                                                                                           | E         |            |            |
|      |                                                                                                                                                                                                                                |           |            |            |
|      | <b>Integrations</b>                                                                                                                                                                                                            |           |            |            |
| 97   | The solution should integrate with SIEM solution like QRadar, etc.                                                                                                                                                             | E         |            |            |
| 98   | The solution should integrate with applications like VA Systems Nessus Security Center, performance monitoring applications to eliminate hard-coded passwords.                                                                 | E         |            |            |

| S.No | Technical Specifications – Privilege Identity Management                                                                                                                                          | Remarks   | Compliance | References |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------|
|      |                                                                                                                                                                                                   | Essential | (Yes/No)   |            |
| 99   | The solution should integrate with other IAM solutions like IDAM, etc.                                                                                                                            | E         |            |            |
| 100  | The solution should support to discover and manage permissions and entitlements in the public cloud such as Azure, AWS, OCI etc                                                                   | E         |            |            |
| 101  | The solution should provide centralized visibility and controls of permissions and entitlements across organization's public / private cloud.                                                     | E         |            |            |
| 102  | The solution should have the capability to monitor and identify any changes in the entitlement or permissions in real-time and report/notify of any inappropriate changes.                        | E         |            |            |
|      | <b>Threat analytics</b>                                                                                                                                                                           |           |            |            |
| 103  | The solution should provide the ability to categorize risky users and their activities with a risk score based on AI/ML models.                                                                   | E         |            |            |
| 104  | The solution should notify administrators when potentially harmful or suspicious activities occur.                                                                                                | E         |            |            |
| 105  | The solution should use AI/ML techniques to detect anomalous activity without upfront human intervention.                                                                                         | E         |            |            |
| 106  | The solution should support analytics capabilities with self-learning nature to provide risk levels for user activities                                                                           | E         |            |            |
| 107  | The proposed solution must detect and alert immediately in case of any credential theft and be able to take immediate response actions by triggering immediate password change for theft account. | E         |            |            |
| 108  | The proposed solution must be able to control backdoor accesses. It must alert in case                                                                                                            | E         |            |            |



| S.No | Technical Specifications – Privilege Identity Management                                                                                                                                                                                                            | Remarks   | Compliance | References |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------|
|      |                                                                                                                                                                                                                                                                     | Essential | (Yes/No)   |            |
|      | any user tries to connect target machines after bypassing PIM tool. And as responsive action, it should trigger password change for the account and block backdoor access.                                                                                          |           |            |            |
| 109  | The proposed solution should be able to detect and alert backdoor access even for unmanaged accounts (which are not on boarded in PIM solution) and as responsive action, solution should be having capability to on board and trigger password change immediately. | E         |            |            |
| 110  | The proposed solution should be able to automatic on board newly created accounts immediately and trigger password change.                                                                                                                                          | E         |            |            |
| 111  | The proposed solution must raise immediate alert in case of suspicious password change, like request to change or reset a password after bypassing the Password Manager. Automatic Remediation by rotating credentials.                                             | E         |            |            |
| 112  | The proposed solution must detect and raise alert immediately in case any service accounts gets logged in interactively.                                                                                                                                            | E         |            |            |
| 113  | The proposed solution must have separate dashboard for the events and alerts related to threat analytics.                                                                                                                                                           | E         |            |            |
| 114  | The proposed solution must have capability to forward Threat Analytics alerts and notification over email and SIEM.                                                                                                                                                 | E         |            |            |

**Annexure 2- References**

| <b>Sr. No.</b> | <b>Solution</b>                                                         | <b>Reference 1</b>          |  | <b>Reference 2</b>          |  | <b>Reference 3</b>          |  |
|----------------|-------------------------------------------------------------------------|-----------------------------|--|-----------------------------|--|-----------------------------|--|
| 1.             | Privilege Identity Management (Implementation & Onsite Support service) | Organization's Name         |  | Organization's Name         |  | Organization's Name         |  |
|                |                                                                         | Client Name                 |  | Client Name                 |  | Client Name                 |  |
|                |                                                                         | Client Phone No. & Email ID |  | Client Phone No. & Email ID |  | Client Phone No. & Email ID |  |

### Annexure 3 – Technical Bid

**(To be submitted on company letter head as per this format only)**

This Technical Bill of Material (BOM) must be attached in technical bid as well as commercial bid. The format will be identical for both technical and commercial bids, except that the **technical bid will not contain any price information.**

Technical bids without the bill of material are liable for rejection.

The Bidder can also mention any other component(s) that are required for their solution implementation. The Bidder must take care in filling price information in the commercial version, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

Consolidated, all-inclusive fee for the total project as specified in the Request for Proposal should be mentioned.

**The AMC has to be a minimum of 12% of total solution cost. The FMS cost should have minimum 5% yearly increments factored.**

**All Prices will be exclusive of Goods & Services tax but inclusive of all other applicable taxes.**

#### Solutions Cost

| Sr. No | Solution/Service              | Items                                   | Capital Cost in INR) | Year 2 AMC | Year 3 AMC | Year 4 AMC | Year 5 AMC | Total (in INR) |
|--------|-------------------------------|-----------------------------------------|----------------------|------------|------------|------------|------------|----------------|
| 1.     | Privilege Identity Management | PIM Appliance cost for DC & DR location | NA                   | NA         | NA         | NA         | NA         | NA             |
|        |                               | Licenses                                | NA                   | NA         | NA         | NA         | NA         |                |
|        |                               | Any other hardware required             | NA                   | NA         | NA         | NA         | NA         |                |
|        |                               | Implementation Cost                     | NA                   | NA         | NA         | NA         | NA         |                |
|        |                               | OEM training once in 2 years            | NA                   | NA         | NA         | NA         | NA         |                |
|        |                               | Health Check Cost                       |                      |            |            |            |            |                |
|        |                               | Any other cost (software/ license etc.) | NA                   | NA         | NA         | NA         | NA         |                |

| Sr. No | Solution/Service | Items                        | Capital Cost in INR) | Year 2 AMC | Year 3 AMC | Year 4 AMC | Year 5 AMC | Total (in INR) |
|--------|------------------|------------------------------|----------------------|------------|------------|------------|------------|----------------|
|        |                  | 50 hours onsite OEM support. | NA                   | NA         | NA         | NA         | NA         | NA             |
|        |                  | <b>Total Cost</b>            | NA                   | NA         | NA         | NA         | NA         | NA             |
| 4.     | <b>FMS</b>       | FMS cost                     | NA                   | NA         | NA         | NA         | NA         | NA             |
|        |                  | <b>Total FMS Cost</b>        | NA                   | NA         | NA         | NA         | NA         | NA             |
|        |                  | <b>TOTAL (1+2+3)</b>         | NA                   | NA         | NA         | NA         | NA         | NA             |

### Operations Cost

- It will be the decision of the Bank to decide the actual number of resources which may increase or decrease depending on the actual requirements and will be finalized with the successful bidder during the contracting period at a later stage.
- The Unit rate will remain fixed for 5 years.

| Resource type                  | No. of resources (Bidder to fill this column) | Unit rate per resource per month (in INR) | Total cost for 5 years (in INR) |
|--------------------------------|-----------------------------------------------|-------------------------------------------|---------------------------------|
| <b>L2</b>                      |                                               |                                           |                                 |
| <b>Total amount in numbers</b> |                                               |                                           | NA                              |
| <b>Total amount in words</b>   |                                               |                                           | NA                              |

### Total Project Cost

| Sr. No                                            | Type                   | Total Cost (in INR) |
|---------------------------------------------------|------------------------|---------------------|
| 1                                                 | <b>Solution Cost</b>   | <b>NA</b>           |
| 2                                                 | <b>Operations Cost</b> | <b>NA</b>           |
| <b>Total Cost Of The Project (TCP) in figures</b> |                        | <b>NA</b>           |
| <b>Total Cost Of The Project (TCP) in words</b>   |                        | <b>NA</b>           |

**Validity: The prices offered will remain valid for 2 years in case of Additional Licenses & Manpower resources during contract period from the date of issue of Purchase Order.**

Place:

Date:

Seal & Signature of the Vendor

Classification: [Internal](#)

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## Annexure 4 – Commercial Bid

**(To be submitted on company letter head as per this format only)**

The Bidder must take care in filling price information in the commercial bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

Consolidated, all-inclusive fee for the total project as specified in the Request for Proposal should be mentioned.

**The AMC has to be a minimum of 12% of total solution cost. The FMS cost should have minimum 5% yearly increments factored.**

**All Prices will be exclusive of Goods & Services tax but inclusive of all other applicable taxes.**

This Technical Bill of Material (BOM) must be attached in technical bid as well as commercial bid. The format will be identical for both technical and commercial bids, except that the **technical bid will not contain any price information.**

| Sr. No | Solution/Service                     | Items                                   | Capital Cost in INR) | Year 2 AMC | Year 3 AMC | Year 4 AMC | Year 5 AMC | Total (in INR) |
|--------|--------------------------------------|-----------------------------------------|----------------------|------------|------------|------------|------------|----------------|
| 2.     | <b>Privilege Identity Management</b> | Appliance cost for DC& DR location      |                      |            |            |            |            |                |
|        |                                      | Implementation Cost                     |                      |            |            |            |            |                |
|        |                                      | Licenses                                |                      |            |            |            |            |                |
|        |                                      | Any other hardware required             |                      |            |            |            |            |                |
|        |                                      | OEM training once in 2 years            |                      |            |            |            |            |                |
|        |                                      | Health Check cost                       |                      |            |            |            |            |                |
|        |                                      | Any other cost (software/ license etc.) |                      |            |            |            |            |                |
|        |                                      | 50 hours onsite OEM support.            |                      |            |            |            |            |                |
|        |                                      | <b>Total Cost</b>                       |                      |            |            |            |            |                |
| 3.     | <b>FMS</b>                           | FMS Cost                                |                      |            |            |            |            |                |
|        |                                      | <b>Total FMS Cost</b>                   |                      |            |            |            |            |                |
|        |                                      | <b>TOTAL (1+2+3)</b>                    |                      |            |            |            |            |                |

| Sr. No                                                                                                                          | Solution/Service | Items | Capital Cost in INR) | Year 2 AMC | Year 3 AMC | Year 4 AMC | Year 5 AMC | Total (in INR) |
|---------------------------------------------------------------------------------------------------------------------------------|------------------|-------|----------------------|------------|------------|------------|------------|----------------|
| <b>Important Note - If any Hardware / Software required for operations should be added separately as additional line items.</b> |                  |       |                      |            |            |            |            |                |
| <b>Total amount in numbers -</b>                                                                                                |                  |       |                      |            |            |            |            |                |
| <b>Total amount in words -</b>                                                                                                  |                  |       |                      |            |            |            |            |                |

### Operations Cost

- It will be the decision of the Bank to decide the actual number of resources which may increase or decrease depending on the actual requirements and will be finalized with the successful bidder during the contracting period at a later stage.
- The Unit rate will remain fixed for 5 years.

| Resource type                  | No. of resources (Bidder to fill this column) | Unit rate per resource per month (in INR) | Total cost for 5 years (in INR) |
|--------------------------------|-----------------------------------------------|-------------------------------------------|---------------------------------|
| L2                             |                                               |                                           |                                 |
| <b>Total amount in numbers</b> |                                               |                                           |                                 |
| <b>Total amount in words</b>   |                                               |                                           |                                 |

### Total Project Cost

| Sr. No                                            | Type            | Total Cost (in INR) |
|---------------------------------------------------|-----------------|---------------------|
| 1                                                 | Solution Cost   |                     |
| 2                                                 | Operations Cost |                     |
| <b>Total Cost Of The Project (TCP) in figures</b> |                 |                     |
| <b>Total Cost Of The Project (TCP) in words</b>   |                 |                     |

**Validity: The prices offered will remain valid for 2 years in case of Additional Licenses & Manpower resources during contract period from the date of issue of Purchase Order.**

Place:

Date:

Seal & Signature of the Vendor

### Annexure 5: Sizing

Bidders have to refer to the sizing sheet while quoting for the Licenses, Hardware, Software, Database, Storage and Tape requirements in the Annexure 4 – Commercial Bid.

In case of any discrepancy, Bidders have to raise the Query to the Bank and Bank will publish a corrigendum for the same which will be shared with all the bidders.

| Solution                            | Initial Licenses Required                                                                                           | High Availability/DR Infrastructure                     | Storage Requirement                                                                                                                                                                         | Sign-off Criteria                                                                                                    | Scalability                                                                                                        |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Privilege Identity Management (PIM) | <ul style="list-style-type: none"> <li>Total compute to manage Devices - 7000</li> <li>Total Users- 1500</li> </ul> | DC & DR both setup configured in High Availability (HA) | <ul style="list-style-type: none"> <li>6 months log retention to be ensured by SI on the Server</li> <li>There should be provision of archiving and restoration of archived logs</li> </ul> | <ul style="list-style-type: none"> <li>CISO approval,</li> <li>100 % RFP Technical requirement compliance</li> </ul> | <ul style="list-style-type: none"> <li>Hardware to be designed to Support 10 K devices &amp; 2 K Users.</li> </ul> |

**Note: -**

- Bank will provide the Nutanix VMs along with Microsoft enterprise licenses for OS & databases. All other software licenses / hardware are to be factored and provided by the bidder.**
- Bank may procure additional PIM license at same rate in case of any business requirement within 2-year period from PO issuance.**

### Annexure 6: Project Timelines

Bidders are requested to add any number of phases in the timeline and present it during the presentation, if required. Also timelines can be shown for group of products but the project timeline should cover all the solutions which are being procured as part of the RFP.

| Manage BOI's expectations |                                                         | Timeline |     |     |     |     |     |     |     |     |     |      |      |       |
|---------------------------|---------------------------------------------------------|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|------|-------|
| Phase                     |                                                         | M 0      | M 1 | M 2 | M 3 | M 4 | M 5 | M 6 | M 7 | M 8 | M 9 | M1 0 | M1 1 | M1 2+ |
| I                         | Planning                                                |          |     |     |     |     |     |     |     |     |     |      |      |       |
| II                        | Design                                                  |          |     |     |     |     |     |     |     |     |     |      |      |       |
| III                       | Installation and Configuration                          |          |     |     |     |     |     |     |     |     |     |      |      |       |
| IV                        | Integration with existing solutions SIEM, AD, ITSM etc. |          |     |     |     |     |     |     |     |     |     |      |      |       |
| V                         | Optimization, if any                                    |          |     |     |     |     |     |     |     |     |     |      |      |       |
| VI                        | Rollout / Deployment                                    |          |     |     |     |     |     |     |     |     |     |      |      |       |
| VI I                      | Deployment Validation & Sign-off from Bank              |          |     |     |     |     |     |     |     |     |     |      |      |       |



## **Annexure 7: REVERSE AUCTION**

### **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 there for.

**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) Detrimental 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 authorized 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 / Decrement 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 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 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:

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Signature with company seal:

Name of Authorized Representative:

Email:

Tel. No:

Designation:

Mobile:

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:

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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/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action 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 debar him from participating in future

Signature with company seal:  
Name of Authorized Representative:  
Designation:  
Email:

Mobile:  
Tel. No:  
Fax No:

## 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

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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.

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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 –