

REQUEST FOR PROPOSAL (RFP)

For

**Renewal/ Procurement of Trend
Micro Licenses , Advanced
Endpoints Detection & Response
solution and Annual Technical
Support (ATS) for Endpoint along
with Facility Management
Services(FMS)**

Ref BOI: HO: IT: RFP/AV: 2090

Dated 05.02.2024

**BANK OF INDIA, HEAD OFFICE
INFORMATION TECHNOLOGY DEPARTMENT**

Bank of India, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at Bank of India, Star House, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, India, invites, from service providers, sealed Bids for **Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services** as per the specifications, terms, conditions and scope given in detail in this RFP document for a period of 4 years.

The brief details of the scope of this RFP are as follows:

- 1) The Bank intends to renew existing licenses and procure additional licenses along with Annual Technical (Premium) support for Trend Micro Antivirus Solution for Domestic, FCBS and Bank Sponsored Regional Rural Bank (RRB) branches/ offices and FMS for RRB for a period of 4 years. The detailed scope with technical details is illustrated in related clauses of RFP.
- 2) The interested bidders/vendors may collect this Request for Proposal (RFP) from the Information Technology Department, Head Office located at the address as mentioned below after depositing a non-refundable Demand draft / Pay Order for Rs. 50,000/- (Rupees Fifty Thousand only) or through NEFT/RTGS favoring Bank of India. The RFP will be issued only after verification of bid cost/ amount received at bank's end with necessary supporting documents. The RFP/bidding document / corrigendum/ clarifications can also be downloaded from Bank's website <https://bankofindia.co.in> under the Tenders section. However, the bidder shall have to submit a Demand draft/Pay Order/NEFT/RTGS with necessary supporting receipt/documents along with the bid.

The Micro & Small Enterprise (MSE) bidders are exempted from depositing the bid amount of Rs.50,000/- subject to the submission of valid and authorized copy of registration certificate and exemption certificate (if applicable) from relevant authorities they are registered with. The MSE registration certificate submitted must be valid as on bid submission date.

- 3) Bidding in consortium is not permitted. Any bid submitted under consortium will be summarily rejected. Sub-contracting of contract is also not permitted.

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- 4) Bidder may submit cost of Bid online by way of RTGS/NEFT in bank's designated account mentioned below.

Account Number	01220SUNCR627
Account Name	Earnest Money Deposit IT Dept
IFSC Code	BKID0000122
Branch	Bank of India, Bandra Kurla Complex Branch

The details of remittance to be sent mandatorily to the bank by the bidder along with bid document submitted in response to RFP.

In case of non-receipt of details of remittance made by the bidder by last date / time of bid submission mentioned in the RFP/Corrigendum, the cost of bid/tender fee will not be considered.

- 5) Bid Security/Earnest Money Deposit(EMD)

Bid Security/Earnest Money Deposit (EMD) for the bid is of Rs.50,00,000/- (Rs. Fifty Lakhs only), by way of Bank Guarantee or account payee Demand draft /Pay Orders from any of the Scheduled Commercial / Nationalized banks in India (other than "Bank of India") in an acceptable form favoring "Bank of India" – EMD for **Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services**, Ref BOI: HO: IT: RFP/AV:2090 dated 05.02.2024", payable at Mumbai. No interest shall be allowed on the Earnest Money Deposit. Bids without EMD are liable for rejection.

- 6) The MSE bidders are exempted from depositing the bid cost of RFP and EMD. In place of EMD, the MSE bidders have to submit Format 6.4A Bid Security Declaration for participation in the RFP.
- 7) The EMD in form Bank Guarantee and/or account payee Demand draft /Pay Orders and cost of bid in form of account payee Demand draft or Pay orders only to be submitted in a separate envelope. The bidder is required to submit Format 6.4 (Bid Security Format) of Bid Security for participation in the RFP.
- 8) In this RFP, a three-envelope bidding procedure (Eligibility Bid, Technical Bid and Price Bid) in separate envelopes each will be adopted. The technically complete and commercially competitive bids shall be submitted in three parts viz. Qualifying Eligibility- **Part A**, Technical Bid-**Part B** and Price Bid – **Part C** in separate sealed covers.
- 9) The Bids should be delivered to the address mentioned below with acknowledgement due so as to reach before **15:00 hours** on or before **26.02.2024**. If the last day of submission of bid is a declared holiday under **Negotiable Instruments Act** by the

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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 above-mentioned date and time, are liable to be rejected at the discretion of the Bank.

- 10) The Bank shall not be liable for non-delivery of documents due to Postal/Courier delay or loss of documents in transit, etc., if any, in submitting the Bid. The Bid shall be opened in the presence of the bidders on **26.02.2024** at **16:00 hours** at the below mentioned premises. The bidder's representative needs to be present either physically at our Office or via WebEx during the Bid opening, well in time along with the authorization letter from the bidder's company.
- 11) Bank reserves the right to change the dates mentioned below or in the RFP/ scrap the entire process in partial / full, which will be communicated on the Bank's website(<https://www.bankofindia.co.in>).The important dates / schedules for the RFP shall be as following:

Date and Time of commencement of inspection / Sale of Bid Document	05.02.2024
Last date for any clarification	12.02.2024 16:00 hours
Online Pre bid meeting date & time	13.02.2024 15:00 hours Pre-bid meeting will be conducted online through WebEX. Details for the same will be made available in tender section of our corporate website at a suitable time.
Last Date and Time for Receipt of Bids at Bank of India (Address as given below)	26.02.2024 15:00 hours
Date and Time of opening of eligibility/Technical Bids	26.02.2024 16:00 hours
Address for Communication and submission of bid	The General Manager, Bank of India Star House-3, PNB BOI Tower, Bank of India Head Office, C29, 'G' Block, I.T. Department, 10th floor, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051
Bid document Availability	Bidding Document to be downloaded from the Tender section of our Bank's web-site www.bankofindia.co.in

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RFP Coordinator Name, Contact details
(Bank)

1. Shri Pitambar Minz,
Chief Manager IT,
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Email:
Pitambar.Minz@bankofindia.co.in.
2. Mr. Anuj Srivastava, Manager
Contact No.022 6128 9415
Email :
anuj.srivastava@bankofindia.co.in

12) The bidder is required to comply the all criteria/ related experience etc., as on Bid Submission date.

(Satish Verma)
Assistant General Manager

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PART 1: DISCLAIMER

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

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

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.

PART 2: INVITATION TO BID (ITB)

Introduction

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.

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent"). The Bank intends to renew existing AV licenses and procure additional licenses along with Annual Technical Support (Premium) of Trend Micro Antivirus Solution and Facility Management Services (FMS) for this purpose invites quotes as per the Scope mentioned in the RFP document. These prices shall remain valid for all orders placed with the selected vendor for the entire contract period and duly accepted by the vendor. The interested bidders are requested to send your Eligibility, Technical and Price proposal as per the enclosed formats. The methodology for submission of the proposals is enumerated in Part 3 Instruction to the bidders. Terms and Conditions of Contract (TCC) are given in Part 4.

The Bidding Document may be obtained from the Bank as under or downloaded from Bank's Website <http://www.bankofindia.co.in/tenders> and the bid should be submitted to the office of Bank Of India , Information Technology Department, Head office, Bank of India Star House-3, PNB BOI Tower, Bank of India Head Office, C29, 'G' Block, I.T. Department, 10th floor, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 (Telephone No. 022 6917 9300).

- ❖ For queries and clarification regarding the RFP, please feel free to contact us at the above-mentioned address or telephone number or e-mail id.
- ❖ Please note that all the information desired needs to be provided by the bidder along with the RFP document. Incomplete bids may lead to non-selection.
- ❖ The cost of Bid and Bid Security as specified in the Bid document must be accompanied with Prequalification bid.
- ❖ The cost of Bid shall be non-refundable and to be paid by means of a demand draft / pay order or Online mode, favoring "Bank of India" payable at Mumbai. If the bid

is downloaded from the website, the cost of the bid may be paid along with the Technical bid in a separate envelope.

- ❖ Bank reserves the right to change the dates mentioned in the RFP, which will be communicated in Tender section of bank's website (<https://bankofindia.co.in/tender>).

PART 3: INSTRUCTIONS FOR THE BIDDERS (IFB)

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3.9	Language of Bid	3.27	Opening of Price Bids/Reverse Auction
3.10	Format and Signing of the Bid	3.28	Contacting the Bank
3.11	Documents Comprising the Bid		F. Award of Contract
3.12	Bid Submission	3.29	Post qualification
3.13	Bid Prices	3.30	Bank's Right to Accept Any Bid and to Reject Any or All Bids
3.14	Bid Currencies	3.31	Award Criteria

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3.15	Documents Establishing the Bidder's Eligibility and Qualifications	3.32	Notification of Award
3.16	Documents Establishing Eligibility of Products & Conformity to Bid Documents	3.33	Signing of Contract
3.17	Bid Security	3.34	Contract Start date and Duration

3.1 Introduction

Bank of India (hereinafter referred as "Bank"), having registered office in Mumbai, is one of the largest Public sector bank in India.

Bank of India is one of the largest public banks in India with a Branch network of more than 5000 branches in India and more than 50 branches / offices in 21 countries overseas

Presently Bank has overseas presence in 21 foreign countries spread over 5 continents – more than offices including 4 Subsidiaries, 1 Representative Office and 1 Joint Venture, at key banking and financial center's viz., Tokyo, Singapore, Hong Kong, London, Paris, New York and DIFC Dubai.

3.2 Scope of Work

1. The bidder shall renew existing 67,745 licenses and supply new 9,755 of Trend Micro Enterprise Security Suite Components mentioned in below Table -1 (including 24 X 7 telephonic support) in the name of Bank of India (BOI), for the period of four (4) years, as indicated in schedule of rates as per requirement of Bank of India.

Table-1 Components required for procurement / Renewal of Antivirus solution			
S.No	Description/ Trend Micro Product code	Purpose of product	Broad Category of Product
1	Apex One Vulnerability Protection add-on(EI3BWWM2XLCZZZ)	Host based IPS to protect systems against OS and known application related vulnerabilities with virtual patching capability	Antivirus Solution
2	Apex One Endpoint Protection (OSONWWMBXLCZZZ)	Apex one AV solution for Windows Desktops	Antivirus Solution

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3	Apex One Client-Server Suite Advanced, plug-in Apex One IDF, Security for Macintosh (EIONMMEZZLCZZZ)	Apex one AV solution for Mac Platform required for Mac Tablets	Antivirus Solution
4	Apex Central Advanced Edition - Multi-lingual (TMVEWWM6XLCZZZ)	Centralized reporting and management solution to manage all Trend Micro products.	Antivirus Solution
5	Apex One Virtual Device Infrastructure add-on (VIOZWWM1XLCZZZ)	Trend Micro AV solution for VDI environment.	Antivirus Solution
6	Advanced Endpoint Detection and Response (EDR) for Endpoints	Trend Micro EDR solution for Endpoints.	EDR Solution

- The Bidder shall provide Annual Technical support (Premium) for Trend Micro Enterprise Security Suite Components for the period of 4 years
- The Bidder shall provide 24 X 7 telephonic support directly from the OEM for the product.
- The scope of the services and maintenance is to be provided for a period of 4 years from the date of acceptance/Sign off of by the Bank.
- The Bidder has to provide a certificate on the OEM's letterhead for upgrade and uninterrupted maintenance support for a period of 4 years.
- The Bidder shall adhere to the Service Level Agreements (SLA) and regular monitoring and reporting it to the bank.
- The Bank has already engaged Service provider for providing Facility management services for management and monitoring of Antivirus IT infrastructure and Operation. The Bidder is required to extend the Antivirus application support from OEM trend micro for resolution of any issue and to support day-to-day operation.
- The Bidder shall conduct OEM health checkup/ Preventive Comprehensive maintenance of Bank Antivirus environment on Quarterly basis to ensure that Antivirus solution is functioning as per best practices recommended by Trend Micro. The vendor shall share the preventive maintenance reports in digital form/soft copy and hard copies shall, on demand by the bank. If any part / Component/license of the delivered products are found non-working (due to whatsoever reason) during preventive maintenance, the Vendor at no extra cost to the Bank will replace it.
- The Bidder should keep the bank explicitly informed about the end of support dates of the related product and should ensure support during the ATS period.

10. The OEM Trend Micro support should include advising and helping the bank proactively on upcoming malware/Virus/spyware threats and its mitigation on a regular basis and implementation of controls advised by regulators/Govt. of India.
11. The Bidder should have a 24x7x365 days support contact center in order to log the calls. The contact center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person's name, number and designation in the company.
12. The overall Technical support with comprehensive maintenance shall be of 4 years. (From the starting of the project till end of 4th years).if required Bank may extend the contract for up to 1 years on same rates.
13. The ATS support for the Solution should include the following:
 - a. All minor and major version upgrades during the period of contract at no extra cost.
 - b. Program updates patches, fixes and critical security alerts as required.
 - c. Documentation updates.
 - d. Call basis Support for Solution related malfunctions, configuration as defined in SLAs and ability to log requests online. If required, engineer may have to visit the site for resolution of the issue.
14. Providing software upgrades in time for the product for which licenses are supplied by the Vendor from the Original Equipment Manufacturer (OEM).
15. The Bank can terminate the ATS contract to the supplier of the equipment and discontinue the same due to performance issues by giving 90 days' notice.
16. Payment of support will be done as per calculation of the SLA/uptime, which is mentioned in the related clause.
17. The Bank, at its sole discretion, will enter into ATS. Bank at its discretion can terminate the ATS contract in whole or as part thereof with the Vendor and discontinue the same without citing any reason by giving 90 days' notice and applicable amount, on a pro-rata basis, for the service rendered shall be payable.
18. Quantity may vary with leverage of 10% on either side in all or any of the items.
19. The bidder as part of ATS without any extra cost shall ensure all activities pertaining to continuity of the solution to the Bank.
20. The bidder should appoint a Customer Service Manager ("CSM") from OEM Trend Micro to serve as Bank principal contact in Mumbai location during the Term of this Contract. The bidder should also need to appoint one or more Service Engineers from OEM Trend Micro that will assist the CSM with technical product issues.

21. The CSM should develop an understanding of the Bank Antivirus system architecture and hardware configuration based on the information provided by Bank and will coordinate Bank requests for technical support. The OEM Trend micro need to assign appropriately qualified employees to serve as CSMs and Service Engineers and to provide other technical support services under this contract.
22. The designated CSM should schedule a meeting with the Bank and Bank appointed vendors responsible for providing antivirus facility management services, to outline the Premium Support Programs purchased under this contract, and to establish working procedures.
23. The Bank may request, a reasonable level of remote guidance and advice in connection with efforts to install, configure, and deploy Products. The bidder has to arrange the same accordingly
24. The meetings with CSM and Bank team & Bank appointed vendors for antivirus facility management should be scheduled by the bidder on a monthly basis to discuss pending and planned antivirus and other security activities as well as services that are included in Premium Support Programs.
25. Premium Support Programs Should include periodic quarterly reports detailing service activity for the previous time period, including the status of open and closed service requests and contract period to date. The Trend Micro CSM should visit onsite site for account review on periodic basis or frequency as agreed between the Bank and CSM, which agenda may include, but is not limited to: configuration review, Product roadmap review, new Product walk through, and/or other similar matters. However, the annual onsite visit for technical support or service session to address new or existing product or malware incidents or cases will be discussed separately with the CSM.
26. The vendor/bidder must have its own support offices in Mumbai, Delhi NCR and Bengaluru.
27. Both the bidder and OEM will be totally responsible for the maintenance, configuration and fault free operations of supplied Solution (licenses) and its maintenance during the warranty and post warranty (AMC/ATS period) period.
28. If the support services are not provided on 24*7 basis and/or satisfactory services are not provided, the Bank with its discretion may reject the proposal / terminate the contract, without assigning any reason.
29. The bidder has to arrange OEM Certification training for the product for which licenses are proposed under this RFP. The training has to be provided for total 10 Bank Officials in phases (atleast 3 Bank officials in year) during the contract period.
30. Suitably qualified human resources shall be deployed to maintain and monitor the AV solution in RRB segment described in more detail further in this document.

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FMS for RRB Segment

S No	Support Team	Role	Number of Resources and service windows	Desired experience
1	Endpoint Protection, Endpoint Detection & Response Management	L1	<p>Number of Resources: 2</p> <p>1- resources in morning shift (from 8.00 AM to 04.00 PM (Monday to Friday and working Saturdays) and Telephone Support – after Business hours & on Holidays</p> <p>1- resources in Afternoon shift (from 02.00 PM To 10.00PM) (Monday to Friday and working Saturdays) and Telephone Support – after Business hours & on Holidays</p>	<p>Level 1 (L1):</p> <p>Should be Graduate (IT / Computer), preferably, BE/B. Tech/MCA with minimum 1 year of in-scope solutions and minimum 3 years' total experience in the field of IT implementation / support of related solutions</p> <p>Should be certified in Trend Micro or other Antivirus management Certification Professional</p>
2	Endpoint Protection, Endpoint Detection & Response Management	L2 -For Total Project (SPOC for the Project)	<p>Number of Resources: 1</p> <p>1- Onsite support in General shift from 10 AM to 06 PM (Monday to Friday and working Saturdays) and Telephone Support – after Business hours & on Holidays</p>	<p>Level 2 (L2):</p> <p>Should be Graduate (IT/ Computer), preferably, BE/B. Tech/MCA with minimum 3 years of in-scope solutions and minimum 5 years' total experience in the field of IT implementation / support of related solution</p> <p>Should be certified in Trend Micro or other Antivirus management Certification Professional</p>

3.3. Additional scope of work for Facility Management services

Facility Management services includes but not limited to the following:

- 3.3.1 Overall monitoring and management of the AV solution.
- 3.3.2 Quality service delivery
- 3.3.3 Onsite team management
- 3.3.4 SLA Maintenance, Management & Reporting
- 3.3.5 Crisis Management and Emergency Response Procedures
- 3.3.6 The bank is using antivirus Software Trend Micro Office scan to protect the bank assets against cyber threats. The bidder has to carry out patching, hardening and VA/PT mitigation activity of all existing AV servers as well as servers that will be added in future under Antivirus infrastructure.
- 3.3.7 Clean the network from virus, initial exercise of disconnecting all the computers from the network and cleaning, in the minimum possible time.
- 3.3.8 Updating the antivirus package at a regular interval on all Bank assets, as and when the updates are released.
- 3.3.9 Training users how to use the anti-virus package and how to avoid the virus coming to the system.
- 3.3.10 Scheduled scan on all assets as per frequency defined by the bank.
- 3.3.11 The bidder shall ensure that the entire bank network Desktops and Laptops remain malware/ virus/worm free. Any potential virus/worm threat on the managed infrastructure shall be brought to the notice of the bank. The bidder shall take suitable preventive action, in consultation with the antivirus vendor to ensure that the IT infrastructure remains virus free.
- 3.3.12 The bidder shall ensure that action against the potential virus outbreak started at the earliest so that the bank network remains protected. It is the bidder responsibility that all the system/servers antivirus updates are updated regularly. The bidder is also responsible for bringing the machine up after a virus attack.
- 3.3.13 The bidder shall do regular patching of the latest definition of Antivirus so that all bank assets (desktops/Laptop) should have antivirus software with the latest antivirus pattern.
- 3.3.14 The members to be deputed will be interviewed by BOI officials prior to deputation.
- 3.3.15 The deputed personnel should be prepared to work for extended hours in case of need.

- 3.3.16 The deputed personnel should abide by timings of the BOI
- 3.3.17 Required manpower should be deputed at Bank site within 2 weeks from the date of Purchase Order
- 3.3.18 The members of the on-site team should be provided with mobile phones by the vendor and the details like Name, Address (Inclusive of Residential Telephone Number (Residential), Mobile Number should be provided to Bank.
- 3.3.19 Name of emergency contact personnel with relationship and Telephone number should be provided to Bank.
- 3.3.20 Disability if any or suffering for any disease should be informed to the Bank in advance.
- 3.3.21 The on-site team shall maintain attendance register and the same should be sent monthly to Bank.
- 3.3.22 The on-site team shall not be changed without prior approval from Bank and adequate notice (minimum 15 days). Any resigned resource of on-site team should not be relieved before giving suitable replacement.
- 3.3.23 The vendor will also provide suitable on-site technical staff to supplement the efforts of the on-site support resources during emergencies / contingencies which might impact the systems and services covered under this scope.
- 3.3.24 Vendor shall provide backup resource in case any of the project member avails leave, however Vendor service delivery team will be entirely responsible for team deployment, SLA monitoring, task delegation, workload distribution and team size.
- 3.3.25 Absence of any resources must be complemented with equal skill resources.
- 3.3.26 The Vendor must ensure one month's notice with proper handover for any change of manpower pertaining to project manager profile.
- 3.3.27 If the engineer is found to be not qualified / suitable / his performance is not satisfactory, vendor will have to replace the engineer within 45 days of written communication from Bank regarding the same.
- 3.3.28 In case absence of Production support engineer / administrator, it a responsibility of vendor to provide equivalent skilled resource at onsite for the above mentioned scope of work. Failure may attract penalty.

- 3.3.29 In the implementation of the contract, the vendor and its employees shall at all the times comply with & abide by the security policy of the Bank as far as the same may be applicable to or in respect of the works and the provisions of the contract.
- 3.3.30 Confidentiality of the network setup, configurations and all related details including the addressing scheme etc. shall not be disclosed by the vendor to any third parties or persons (except to vendor's own employees and that too only to those employees or representatives who need to know the same).
- 3.3.31 Bidder will follow and comply with the procedures and policies, applicable to the scope of work mentioned above lay down by the Bank vide Information Security (IS) Policy from time to time and also extend full cooperation to the auditors designated by Bank.
- 3.3.32 Bidder deputed personnel at BOI will inform Bank about any correspondence with external entities pertaining to any point mentioned in the scope of work above.
- 3.3.33 Depending on the sensitivity and criticality of the services or data provided, Bank will consider commissioning or requesting a review of vendor's internal control structure for ensuring that any confidential/restricted/internal information of the Bank is maintained securely. Bidder will assist and co-operate with the Bank auditors in a way as they are expected to assist and co-operate with their audit.
- 3.3.34 Bidder to extend support and provide suitable data during any Audit on Bank's Antivirus Infra. Any Audit observation raised by the Auditors needs to be complied by the Bidder.
- 3.3.35 Shift Roster of the resources need to be shared on regular basis

3.4. Eligibility Criteria

- 3.4.1 The bidders who fulfil the following criteria are eligible to respond to the RFP. The bidder has to submit the supporting documents pertaining to the eligibility criteria. The bids who do not fulfil any of the following eligibility criteria are liable to be rejected.
- The bidder must have GST registration number, should be a registered company in India as per Companies Act 1956 / 2013, and must be in existence for the last 5 years on the date of RFP. The Certificate of Incorporation issued by the Registrar of Companies along with the copies of Memorandum and Articles of Association have to be submitted along with the Technical bid.

Note – In case of MSEs only, criteria may be relaxed as per GOI/Bank guidelines subject to meeting the quality and technical specifications.

- ii. The Bidder or Bidder's Parent company (in case bidder is 100% owned subsidiary of its Parent company) must have minimum annual turnover of Rs.250 Crores for each of the last three (3) financial years, i.e. FY 2020-21, FY 2021-22 and FY 2022-23. The bidder should also be in net profit or Positive Net worth after tax during these three financial years (Certified / Audited Balance Sheets and P&L statements for the last 3 financial years should be submitted in support of the turnover and profitability). The Bidder should submit a Certificate from their Chartered Accountants regarding their financial capability having details of Turnover, Profit, Net worth etc.

Note – In case of MSEs only, the turnover may be relaxed as per GOI/Bank guidelines subject to meeting the quality and clauses specified in RFP.

- iii. The bidder should be the highest / premium level partner/ authorized partner of OEMs with an authority to sell and upgrade the proposed component as on the date of RFP. Relevant Certification to be attached with the bid document.
- iv. The Bidder needs to submit Manufacturer Authorization Form (MAF), having reference to this RFP, from respective OEMs stating that bidder is authorized partner/ System Integrator of OEM and is authorized to participate in this RFP.

The bidder must submit a letter from the OEM confirming the “Back-to-Back” agreement / arrangement for next 4 years to Bank of India, if the contract is awarded to the bidder.

- v. The bidder or its group company / subsidiary company / holding company /affiliate /associate company should have never been black listed and/ or banned and /or barred and / or disqualified and or prohibited by Private Bank/Public Sector bank and/or 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 by Public Sector Bank/Private Sector Bank/BFSI Sector organization in India in the past or present, in undertaking any work directly or indirectly which is required to perform as stated in this RFP. A self-declaration letter by the bidder, on the Company's letterhead should be submitted along with Technical bid.
- vi. The bidder should have experience in implementation or management of Antivirus projects in PSU/BFSI segment having at least 25,000 end points in the last 3 years. The bidder should submit proof of implementation/management along with Purchase Orders and a letter from user organization mentioning successful implementation / migration along with staff strength. POCs done will not be treated as experience of the bidder.
- vii. The bidder should have support center/TAC (Technical Assistance Center) center in Mumbai, Bengaluru, Delhi NCR region and other places in India. Bidder should be well equipped and provide 24x7x365 support to the Bank unconditionally.

- viii. Public Sector/Private Sector Bank in India should not have blacklisted the bidder in the past or present. A self-declaration letter by the bidder, on the Company's letterhead as per Format 5.14 should be submitted along with technical bid.
- ix. The bidder has to submit Integrity Pact (IP) duly signed by authorized signatory as per the format "Format 6.18" mentioned in the RFP, on stamped paper at the time of bid submission. The bid shall be liable for rejection in case of non-submission of IP. (Format 6.18).
- x. In the response to the RFP, OEM (in individual capacity) and OEM with bidder cannot bid simultaneously i.e. either OEM (Original Equipment Manufacturer) in individual capacity or OEM with bidder i.e. their authorized distributor/partner in India can bid in the RFP. In case, both OEM (in individual capacity) and OEM with bidder submit the bids, the bid submitted by OEM (in individual capacity) will be considered.
- xi. The bidder shall commit that the key personnel to be employed for the project have been sufficiently involved in similar implementations and that once assigned to the project will not be moved out of it, except for reasons beyond the control of the bidder or with the prior consent of the Bank official. In such case an equally competent employee shall be provided as a replacement. The resources may work on other assignments but should be available for Bank requirements as and when required. The undertaking on bidder letter head to be given in technical bid

(Above details are MANDATORY and must be included in the eligibility bid. Without the above details, the Bid is liable to be rejected.)

3.4.2 Make in India Clause

- 3.4.2.1 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(PPP-MII Order), Order No. P-45021/2/2017-B.E.-II dated 15.06.2017, as amended by Order No. P-45021/2/2017-B.E.-II dated 28.05.2018; Order No. P-45021/2/2017(BE-II) dated May 29, 2019, Further revised on 04-06-2020; issued by GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Public procurement division order No.F.1/4/2021-PPD dated 18.05.2023. A bidder who has been debarred by any procuring entity for violation of above-mentioned orders shall not be eligible for preference under above-mentioned orders for procurement for the duration of the debarment. The other Salient features of above-mentioned orders are given below:

- i. 'Class-I Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content equal to or more than 50%, as defined in this order.
- ii. 'Class-II Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content more than 20% but less than 50%, as defined in this order. 'Class-II Local supplier' will not get purchase preference in this procurement.
- iii. 'Non Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content less than or equal to 20%, as defined in this order.
- iv. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic Indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- v. 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.
- vi. Decisions on complaints relating to implementation of the above shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.
- vii. The Class-I local suppliers, under PPP-MII order may or may not be MSEs, as defined under the MSME act. Similarly, MSEs participating may or may not be Class-I local supplier. Supplier will be classified as per Public procurement division order No.F.1/4/2021-PPD dated 18.05.2023 for MSEs
- viii. Among all qualified bids (which includes 'Class-I Local supplier', 'Class-II Local supplier' and/or 'Non Local supplier'), the lowest bid will be termed as L1. **If L1 is 'Class-I local supplier', the contract will be awarded to L1.**
- ix. If L1 bidder is not a 'Class-I local supplier', the lowest bidder among the "Class-I local supplier" will be invited to match the L1 price subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such the 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the next higher 'Class-I local supplier' with the next higher bid (within the margin of purchase preference) shall be invited to match the L1 price and so on, and contract shall be

awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, then the contract may be ordered on the L1 bidder.

- x. In case above mentioned conditions are not met, then order shall be given to L1 bidder.
- xi. Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017 to be submitted by the bidder as per **Format-6.33**.

3.4.2.2 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 Service Providers other than companies) giving the percentage of local content, on their letterhead with Registration Number with seal. (**Format 6.32**)

3.5 Cost of Bidding

3.5.1 All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

3.5.2 The Bank will in no case be responsible or liable for any of such costs, regardless of the conduct or outcome of the Bidding process.

The Bidding Documents

3.6 Content of Bidding Documents

3.6.1 The products required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. The Bidding Documents include:

- (a) PART 1 - Disclaimer
- (b) PART 2 - Invitation to Bid (ITB)
- (c) PART 3 - Instruction for The bidders (IFB)
- (d) PART 4 - Terms and Conditions of Contract (TCC)
- (e) PART 5 - Technical Specifications (TS)
- (f) PART 6 - Bid Forms, Price Schedules and other formats (BF)
- (g) PART 7 - Other Terms and Conditions (OTC)

3.6.2 The bidder shall ensure to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect

will be at the bidder's risk and may result in the rejection of the Bid.

3.7 Clarification of Bidding Documents

- 3.7.1 The bidder requiring any clarification of the Bidding Document may notify the Bank in writing at the address or by e-mail indicated in Invitation to Bid on or before 12.02.2024 up to 16:00 hours as per requisite format for submission of pre-bid queries.
- 3.7.2 A pre-bid meeting is scheduled on 13.02.2024 at 15:00 hours. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on the Bank's Website.

3.8 Amendment of Bidding Documents

- 3.8.1 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective bidder, may modify the Bidding Document, by amendment.
- 3.8.2 Notification of amendments will be published on the Bank's Website and will be binding on all the bidders.
- 3.8.3 In order to allow prospective bidders reasonable time in which to consider the amendment in preparing their Bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

PREPARATION OF BID

3.9 Language of Bid

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

3.10 Format and Signing of the Bid

- 3.10.1** Each bid shall be in Three parts -
- Part A –Eligibility Bid Proposal.
 - Part B- Technical Bid Proposal
 - Part C- Price Bid Proposal

The three parts should be in three separate covers, each super-scribed with the name of the Project as well as “**Eligibility Bid Proposal**”, “**Technical Bid Proposal**” and “**Price**

Bid Proposal” as the case may be.

3.10.2 The Bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.10.3 Any interlineations, erasures or overwriting shall be valid only if they are initiated by the person signing the Bids. The Bank reserves the right to reject bids not confirming the above.

3.11 Documents Comprising the Bid

3.11.1 Documents comprising the Eligibility Bid envelope should contain the following:

- a. Bid cost (as mentioned page 2 of this RFP).
- b. Earnest Money Deposit (as mentioned page 2 of this RFP)
- c. Conformity to Eligibility Criteria in accordance with clause 3.4 as per format 6.16.
- d. In case of MSE bidders where submission of Bid Cost and Earnest Money Deposit is to be exempted, a valid copy of registration certificate issued by relevant authorities, which are valid on last date of submission of the tender documents. MSE firms who are in the process of obtaining registration will not be considered for EMD and tender cost exemption.
- e. Signed Pre-Contract Integrity Pact on Stamp Paper as per Format 6.18
- f. Soft copy of the complete Qualifying Bid – Part A in PDF format in a pen drive, super scribing "Soft copy of Qualifying Bid against RFP Ref. No.: BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024.
- g. Technical Bid Form as per Format 6.1.1 and duly signed by the bidder.
- h. Non-Disclosure Agreement in stamp paper as per Format 6.2.

Documents comprising the technical bid envelope should contain the following:

- a. Manufacturer's authorization form as per Format 6.8 wherever applicable.
- b. Organizational Profile as per Format 6.10.
- c. Service Support Details form as per Format 6.11.
- d. A Complete Bill of Material with quantity, module name, version etc. as per Format 6.13. Please note that no price should be mentioned in this Format.

- e. The bidders undertaking for support services as per Format 6.14 that adequate specialized expertise are available to ensure the fault free operation of the proposed solution and maintenance during the support period.
- f. Duly Filled and Signed Compliance statement as per Format 6.15.
- g. Conformity to Eligibility Criteria in accordance with clause 3.4 as per format 6.16.
- h. Pre-contract integrity pact as per Format 6.18.
- i. Duly Filled and Signed Undertaking of information security compliance as per format 6.19.
- j. Duly Filled and Signed know your employee Compliance as per format 6.20.
- k. Duly filled and signed Undertaking authenticity of hardware and software as per format 6.21.
- l. Duly Filled and Signed Self declaration of non-blacklisting as per format 6.22.
- m. Duly filled and Signed escalation matrix as per format 6.23.
- n. Duly filled and signed undertaking of experience of installation and support of proposed Solutions as per format 6.24.
- o. Duly filled and Signed unconditional acceptance of terms and conditions of RFP as per Format 6.25.
- p. Duly Filled and Signed proposed solution integrity certificate as per format 6.26.
- q. Duly Filled and Signed undertaking for source code and application security testing as Per format 6.27.
- r. Duly filled and Signed project plan as per format 6.28 respectively.
- s. Duly filled and Signed checklist as per format 6.29 respectively.
- t. Duly filled and Signed service references as per format 6.31.
- u. Duly filled and Signed local content certificate as per format 6.32, if application.
- v. Duly filled and Signed format 6.33.
- w. Duly filled and signed remaining formats 6.34, 6.35, 6.36 and 6.37.
- x. Technical Catalogue of services being provided as CSP/Partner.
- y. Documentary evidence establishing that the products, systems and ancillary services to be supplied by the bidder are eligible products and services and conform to Part 5 of the Bidding Document.
- z. While submitting the Bid, forms like those of Bid Security, MAF as mentioned above, etc. should form the main section and should be submitted in one lot, separate from the section containing literature on the proposed solution and annual accounts.

3.11.2 Documents comprising Price Bid Envelope should include:

- a. The Bid as per Format 6.1.2 as furnished in the Bidding Documents duly signed by the bidder and completed.

- b. A Full Price Schedule of the Solution indicating all the components of the solution and services (Format 6.3) and Format 6.13 with the prices, in one separate closed sealed cover.
- c. Price bids containing any deviations or similar clauses will be summarily rejected.

3.12. Bid Submission

The bidder shall complete all the Envelopes of the Bid Forms furnished in the Bidding Document separately. Bids are liable to be rejected if only one or two (i.e. Eligibility bid or Technical Bid or Price Bid) is received.

3.13. Bid Prices

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

- a) The total price quoted must be **inclusive** of cost of providing software, licenses, services for installation, testing and commissioning of the solution and support, all applicable taxes, duties, levies, charges, etc. plus cost of incidental services such as transportation, insurance, training etc., but exclusive of GST/Sales/Service tax and /or VAT payable in the respective State.
- b) The cost of Annual Maintenance/Technical services of the solution, for a period of 3 years after completion of warranty period of 1 year.
- c) Prices quoted as above shall be valid for a minimum period of 1 year, from the date of opening of the financial bid. The Vendor cannot quote for the project in part.

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

3.13.3 However, during the contract period, if the market price of services has been on the lower side, the Bank will request the vendor to revise the rates with mutual consent.

3.14 Bid Currencies

Bids are to be quoted in **Indian Rupees (INR)** only.

3.15 Documents establishing the bidder's Eligibility and Qualifications

3.15.1 The bidder shall furnish, as part of its Bid, documents establishing the bidder's eligibility to Bid and its qualifications to perform the Contract, if its Bid is accepted.

3.15.2 The documentary evidence of the bidder's qualifications to perform the Contract if its

Bid is accepted, shall establish to the Bank's satisfaction:

- a) that, in the case of the bidder offering to supply products and/or systems under the Contract which the bidder did not produce, the bidder has been duly authorized as per authorization Format 6.8 given in the Bid, by the products' producer to supply the products and/or systems in India;
- b) that the bidder has the technical and production capability necessary to perform the Contract as per Format 6.10 (Organization Profile);
- c) Adequate, specialized related software expertise is already available, to ensure that the support services are responsive, and the bidder will assume total responsibility for the fault free operation of the solution proposed and maintenance till the end of support period of 4 years

3.16 Documents Establishing Eligibility of Products and Conformity to Bid Documents

The bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the bidding documents of all products and / or system and/or services, which the bidder proposes to supply under the Contract.

3.17 Bid Security

3.17.1 The bidder is required to submit Earnest Money Deposit (EMD) for participation in the RFP as per clause 3.11.1.

3.17.2 The Bid security is required to protect the Bank against the risk of the bidder's conduct, which would warrant the security's forfeiture.

3.17.3 The Bid security shall be denominated in Indian Rupees and shall be:

a bank guarantee issued by a nationalized public sector/Private bank in India (other than Bank of India), acceptable to the Bank, in the form as per Format 6.6 provided in the Bid, valid for 1 year with three months claim period.

OR

Account payee Demand Draft /Pay Orders from any of the Scheduled Commercial /Nationalized banks in India (other than "Bank of India") in an acceptable form favoring **"Bank of India" payable at Mumbai.**

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

3.17.5 For unsuccessful bidders Bid security will be discharged or returned as promptly as possible but not later than sixty (60) days after awarding the contract.

3.17.6 The bid security of successful bidder will be discharged upon furnishing the Performance Security as per Format 6.6.

3.17.7 The Bid security may be forfeited:

- a) if the bidder withdraws its Bid during the period of Bid validity specified by the bidder on the Bid Form; or
- b) if the bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- c) in case of a successful the bidder, if the bidder fails;
 - (i) to sign the Contract;
 - OR
 - (ii) To furnish Performance Security, as mentioned in Clause 4.4 herein.

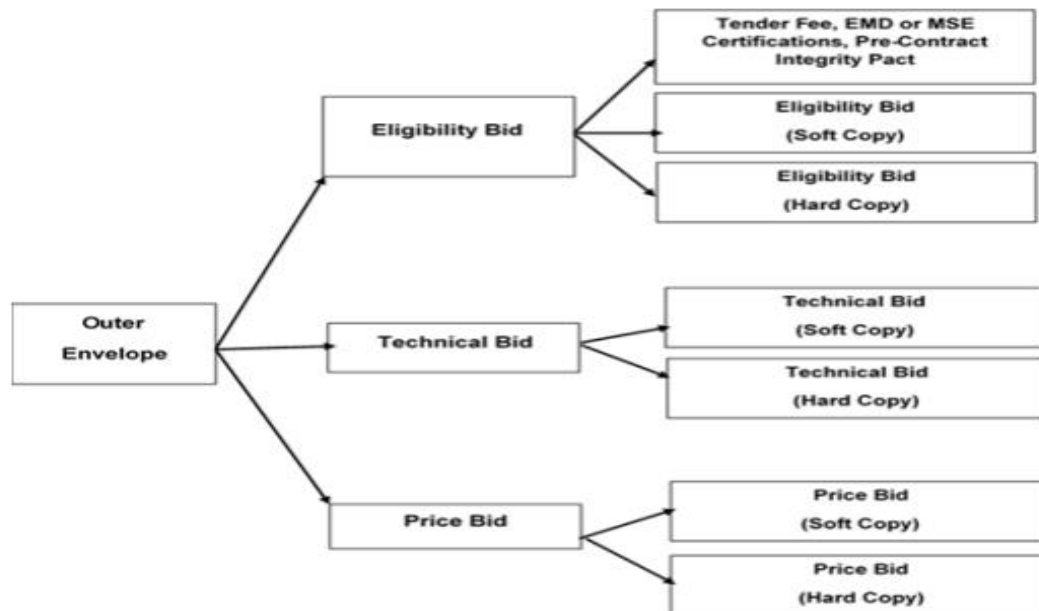
3.18 Period of Validity of Bids

- 3.18.1 Bids shall remain valid for 3 months from the date of opening of the financial bid. A Bid valid for a shorter period shall be rejected by the Bank as non-responsive.
- 3.18.2 In exceptional circumstances, the Bank may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto, shall be made in writing. The Bid security provided shall also be suitably extended. The bidder may refuse the request without forfeiting its Bid security.

Submission of Bids

3.19. Sealing and Marking of Bids

- 3.19.1 The bidders shall seal the envelopes containing “**Eligibility Bid, Technical Bid**” and “**Price Bid**” in three different envelopes and these three envelopes shall be enclosed and sealed in an outer envelope. The bidder should additionally submit soft copies of the Technical Specification in the form of CD/pen drive separately



3.19.2 The inner and outer envelopes shall:

- be addressed to the Bank at the address given; and
- Bear the Project Name " **Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services, Ref BOI: HO: IT: RFP/AV:2090 dated 05.02.2024**" and a statement: **"DO NOT OPEN BEFORE Bid opening date (26.02.2024)"**.
- All envelopes should indicate on the cover the name and address of the bidder.

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

3.20. Deadline for Submission of Bids

- 3.20.1 Bids must be received by the Bank at the address specified, no later than the date and time specified in the Invitation to Bid.
- 3.20.2 The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and the bidders, previously subject to the deadline, will thereafter be subject to the deadline

as extended.

3.21 Late Bids

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

3.22 Modification and Withdrawal of Bids

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

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

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

3.22.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the bidder on the Bid Form. Withdrawal of a Bid during this interval may be considered as violation of RFP terms and necessary action may be taken as per Format 6.4 i.e. EMD/Bid Security Format.

E. Bid Opening and Evaluation

3.23 Opening of Bids by the Bank

3.23.1 The bidders' names, bid modifications or withdrawals and the presence or absence of requisite Bid Security and such other details as the Bank, at its discretion, may be considered appropriate, will be announced at the Bid opening. No bid shall be rejected during bid opening, except for late bids, which shall be returned unopened to the bidder.

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

3.24 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.

3.25 Preliminary Examination

The competitive bids Evaluation shall be in three stages:

- A. Stage 1 – Eligibility bid
- B. Stage 2 - Technical bid
- C. Stage 3 – Price Bid

3.25.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

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

Eligibility Bid Evaluation

Eligibility bid will be opened first for all the bidders who had applied to participate in this process. Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in Eligibility Criterion Compliance of this document. Bidders who meet these criteria would only qualify for the technical evaluation. Bidder would also need to provide supporting documents for eligibility proof.

a) Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in Format 6.16 – Eligibility Criterion Compliance to this document. The bidder would need to provide supporting documents and other documents as asked in eligibility bid as part of the eligibility proof. The technical bids of only those bidders who qualify in the eligibility criteria will be evaluated.

b) Those Bids, which do not qualify the eligibility criteria and all terms during preliminary examination, will not be taken up for further evaluation.

c) The Bank may use the services of external consultants at any stage of technical evaluation.

3.25.3 The Bank will first examine whether the Bid and the bidder is eligible in terms of Clause 3.4.

3.25.4 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 conforms 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, AMC/ATS 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.

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

3.26 Technical Evaluation

3.26.1 Only those the bidders and Bids who have been found to be in the conformity of the eligibility terms and conditions during the preliminary evaluation, would be taken up by the Bank for further detailed evaluation. Those Bids, which do not qualify the eligibility criteria and all terms during preliminary examination, will not be taken up for further evaluation.

3.26.2 The Bank may use the services of external consultants for technical evaluation.

3.26.3 The Bank reserves the right to evaluate the bids on technical and functional parameters, including visit to inspect live site/s of the bidder and witness demos of the system and verify functionalities, response times, etc. in which all the travelling/lodging, etc. expenses will be borne by the bidder.

3.26.4 Bank reserves the right to waive any of the Technical and Functional Specifications during technical evaluation, if in the Bank's opinion it is found to be minor deviation or acceptable deviation.

3.26.5 The Bill of Materials (with Masked Price Schedule) submitted along with the Technical Bid will be first evaluated and if the Bank, during the evaluation, deems it fit, may request the bidder to revise the bill of materials submitted originally in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise the price bid submitted, it will be considered non-responsive and accordingly rejected.

3.26.6 During evaluation of the Bids, the Bank, at its discretion, may ask the bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.

3.27 Opening of Price Bids/Reverse auction

3.27.1 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 the bidder, 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, 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.

- 3.27.2 Only those the bidders whose bids are found to be responsive in eligibility and Technical Bids will be informed of the date / time / venue of opening of price bids / reverse auction. The Technical Bids will be evaluated as per eligibility criteria. Thereafter the Bank reserves the right of selection of vendor by opening of Commercial Bids or rates quoted by the vendors in reverse auction (who are found eligible after evaluation of Technical Bids)
- 3.27.3 After opening of price bids and declaring the prices, the Bank will evaluate and compare the Price Bids. Alternatively, the Bank may shortlist the vendors, who were found eligible after evaluation of Technical Bids, for participating in the reverse auction after opening the price bids.
- 3.27.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 3.27.5 The Bank's evaluation of Indicative Price Bid will take into account, in addition to the Bid price quoted, one or more of the following factors:
- a) Deviations in payment schedule & Delivery Schedule from that specified;
 - b) Deviation in prices quoted;
 - c) Other specific criteria indicated in the Bid and/or in the Technical Specifications & Price schedule.
- 3.27.6 For factors retained in the Bid, one or more of the following quantification methods will be applied.

(a) Payment schedule.

The TCC Clause 4.19 stipulates the payment schedule offered by the Bank.

(b) Delivery Schedule:

1. Delivery Schedule for Solution for Domestic, FCBS and RRB Segments

The delivery of Trend Micro Antivirus licenses required under this RFP to be completed **within 2 weeks** of issuance of Purchase Order. The licenses are to be delivered in the name of Bank of India.

The installation, commissioning and integration of licenses provided under this RFP with existing Antivirus environment should be completed within the 6 days post-delivery of the licenses.

No credit will be given for early deliveries and installation.

For delayed deliveries and installation, liquidated damages will be applicable as mentioned in the related clause of the RFP.

2. Delivery Schedule for FMS for RRB

The bidder shall deploy all the facility management services/resources **within 2 weeks** from the date of Purchase Order or upon confirmation from Bank side. The bidder shall ensure complete availability in line to roster/requirement mentioned in the scope of Facility Management Support. As FMS is an integrated part for ensuring smooth support/services for running of Solution, the availability of FMS as per defined skills/educational qualifications shall be mandatory within stipulated timelines. No credit will be given to early deliveries. For delayed deliveries, liquidated damages will be applicable as mentioned in the related clause of the RFP

3.28 Contacting the Bank

- 3.28.1 No bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid, to the time the Contract is awarded.
- 3.28.2 Any effort by a bidder to influence the Bank in its decisions on Bid evaluation, bid comparison or contract award, may result in the rejection of the bidder's Bid.

3.29 Post-qualification

- 3.29.1 All the bids, after their evaluation on the parameters mentioned above, would be arranged in ascending order and the L1 bidder would be identified as one successful bidder.
- 3.29.2 If L1 Vendor fails to execute the order, the Bank will be free to award the contract to L2 Vendor on the same terms at which the contract was awarded to L1 vendor.
- 3.29.3 After identification of L1 bidder, the Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award to L1 vendor.

3.30 Bank's Right to Accept Any Bid and to reject any or All Bids

- 3.30.1 The Bank reserves the right to accept or reject any Bid, 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 the bidder or the bidders of the grounds for the Bank's action.

3.30.2 After identification of L1 bidder, the Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award to L1.

3.31 Award Criteria

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 responsive, and is the highest qualifying bidder as per Evaluation Criteria.

3.32 Notification of Award

- 3.32.1 Prior to expiration of the period of bid validity, the Bank will notify the successful bidder in writing or by fax, that its Bid has been accepted.
- 3.32.2 The notification of award will constitute the formation of the Contract.
- 3.32.3 upon the successful bidder's furnishing of Performance Security, the Bank will promptly notify each unsuccessful the bidder and will discharge its Bid security.

3.33 Signing of Contract

At the time when the Bank notifies the successful bidder that its Bid has been accepted, the Bank will send the bidder the Contract Form as per Format 6.5, incorporating all agreements between the parties. The Bank reserves the right to incorporate additional clauses as per legal and regulatory requirements of the Bank.

3.34 Contract Start Date and Duration

The Contract Term / Project period shall be of 4 years from the starting of the contract i.e. **date of Integration of delivered license with Bank Existing Antivirus solution and acceptance from bank**

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 reasons thereto.

3.35 Abnormal low bid prices/predatory pricing

An abnormally low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. In such cases, the Bank shall be within its absolute right to seek written clarifications from the bidder/s, including

detailed price analysis of the bid price in relation to the scope, schedule, allocation of risks and responsibilities, and any other requirements, as the Bank may deem necessary.

If, after evaluating the price analysis, Bank determines that the bidder/s has/have substantially failed to demonstrate its capability to deliver the contract at the offered price, bank may at its sole discretion:

- a) Reject / cancel the bid/proposal after giving 7 days' notice to the such bidder/s; and /or
- b) Forfeit the bid security and/or invoke Bank Guarantee; and /or
- c) Recover cost incurred/to be incurred by the bank for the delay in implementation including the penalty, if any, imposed by the Regulator/Government/Other authorities for non-compliance of regulatory/Government/Other authority's guidelines; and /or
- d) Debar such bidder/s from future RFP processes/contracts for the period as deemed fit by the Bank; and/or
- e) Circulate the list of such entities to member organization/s for circulation among members and/ or
- f) Circulate/publish the list of such entities, as deemed fit.

In the event of rejection/cancellation of any bid/s as above, the Bank shall also be within its absolute right at its sole discretion to award the contract to the next bidder/s as per RFP.

3.36 Debarment of Firms from Bidding

The Bidder shall be debarred from bidding as per Rule 151 of General Financial Rules (GFRs), 2017 advised through O.M. F.1/20/2018-PPD dated 2nd Nov, 2021 by Government of India, Ministry of finance Department.

Rule 151 of General Financial Rules (GFRs), 2017 regarding 'Debarment from Bidding' which is reproduced as under:

- (i) A Bidder shall be debarred if he has been convicted of an offence-
 - (a) Under the Prevention of Corruption Act, 1988; or
 - (b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

- (ii) A Bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- (iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which also be displayed on their website.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

PART 4: TERMS AND CONDITIONS OF CONTRACT (TCC)
TABLE OF CLAUSES

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Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



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4.1. Definitions

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

- 4.1.1 "License" means license of Trend Micro Antivirus Solution deployed in Bank environment.
- 4.1.2 "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 highest evaluated Bid.
- 4.1.3 "The Contract" means the agreement entered into between the Bank and the Supplier/bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto, and all documents incorporated by reference therein;
- 4.1.4 "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 4.1.5 "The Product" means Trend Micro Antivirus software /licenses for which the Supplier is required to supply to the Bank under the Contract;
- 4.1.6 "The Services" means those services ancillary to the supply of the Products, such as, installation, commissioning, customization, provision of technical assistance, training, maintenance and other such obligations of the Supplier covered under the Contract;
- 4.1.7 "TCC" means the Terms and Conditions of Contract contained in this section;

- 4.1.8 “The Project Site” means the locations where the licenses are to be installed and commissioned, as per Bank’s requirements.

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

4.2 Use of Contract Documents and Information

- 4.2.1 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 Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.2.2 The Service Provider shall not make use of any document or information enumerated in this Bidding Document except for purposes of performing the Contract without the Bank’s prior written consent.
- 4.2.3 Any document, other than the Contract itself, enumerated in this Bidding Document shall remain the property of the Bank and shall be returned (all copies) to the Bank on completion of the Service Provider’s performance under the Contract, if so required by the Bank.
- 4.2.4 The bidder shall sign a Non-Disclosure Agreement as per Format 6.2.

4.3 Patent Rights/Intellectual Property Rights

- 4.3.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the products 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 to claimant 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. The Service Provider shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.

4.4 Performance Security / Performance Bank Guarantee

- 4.4.1 The Selected bidder shall furnish an unconditional and irrevocable Bank Guarantee of 10 % of the total value of contract, in favour of the Bank, from a scheduled Commercial Bank / Nationalized bank of India, other than Bank of India, towards **performance of the contract** in accordance with the specification and conditions of the bid document and agreed upon on final bid evaluation. The bidder shall submit the above guarantee within 21 days from the Purchase Order date. The Contract Performance guarantee shall be kept valid up to the end of the contract period i.e. for Four (04) years plus 2 months from the start date of the contract, with **continuous period, without any break period**. The guarantee shall contain a claim period of at least three months from the last date of validity.
- 4.4.2 The proceeds of the Performance Security shall be payable to the Bank as compensation for any loss resulting from the Service Provider/Integrator's failure to complete its obligations under the Contract.
- 4.4.3 The Performance Security shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Public Sector Bank in India (Other than Bank of India), acceptable to the Bank in the format 6.6 provided in the Bid. Bank has full right to add further details in the above mentioned performance security format for protecting the bank's interest.
- 4.4.4 In the event of any contract amendment, the Service Provider shall furnish the amendment to the Performance security within 21 days after receipt of such amendment, rendering the same valid for the duration of the Contract. In the event of any correction of defects or replacement of defective systems during the maintenance period, the performance guarantee for a proportionate value shall be extended for affected duration.
- 4.4.5 The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected the bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 4.4.6 In case of any change in contract period, Performance Bank Guarantee period to be amended accordingly.

4.5 Inspection and Quality Control Tests

- 4.5.1 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 Service Provider, referred to in the Technical Bid or demand a demonstration of the solution proposed on a representative model in the bidder's office.

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

4.5.3 Nothing stated hereinabove shall in any way release the Service Provider from any obligations under this Contract.

4.5.4 Manuals

4.5.4.1 Before the products/system is/are taken over by the Bank, the Service Provider shall supply technical/systems manuals for all software 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. User manuals for Branches/Offices for all modules are to be provided for by the vendor. The manuals shall be in English.

4.5.4.2 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.

4.5.4.3 The Service Provider shall provide one set of Design Manual, System Manual, User Manual and Security Manual for the Application Software. The Service Provider shall also provide one Soft copy of each of the Manuals. Soft and Hard copy of user manuals shall be provided, commensurate with the number of installations of Products in the Bank.

4.5.4.4 Documentation should be comprehensive & include:

- Product Literature
- Operating manuals
- General Specifications
- Operator Reference manuals for each operator task
- Messages manuals
- Documentation on troubleshooting

4.6 System & Other Software

For the System & Other Software, the following will apply:

The Service Provider shall provide complete and legal documentation of subsystems, licensed system hardware and software, licensed utility software and other licensed

software. The Service Provider shall also provide licensed software for all software products, whether developed by it or acquired from others. The Service Provider shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

4.7 Acceptance Tests and Certificates

- 4.7.1 The Acceptance criteria for the any part or all of the Solution for Bank environment is subject to Installation reports and User Acceptance Test (UAT) Certificate signed by the Bank officials for installed solution after its successful commissioning and with satisfactory access of all the applications, as required.
- 4.7.2 The installation reports/ User Acceptance Test (UAT) Certificate should be in format duly vetted and checked by the bank officials as per requirements. Installation reports and User Acceptance Test (UAT) Certificate shall be duly signed by Bank officials and the bidder's engineer for installation of solution with satisfactory access of all the applications, as required.

The Acceptance Test Procedures (ATP) to demonstrate the feature, quality, and capabilities of all equipment supplied and installed by the bidder as per bank requirements, such as Hardware, Software (with required licenses) and Network equipment etc. The ATP shall be finalized on basis of scope defined in this RFP with the selected bidder. The bidder shall plan in advance the locations for which the pilot ATP is to be conducted with the bank designated official. The bidder shall demonstrate all the features to Bank Officials for signing the ATP. The bidder and Bank officials shall sign ATP documents after checking all applications accessibility. Pending completion of acceptance tests, the bank reserves the right to use the system and such usage shall not be deemed as acceptance of the system by the selected bidder. Unsatisfactory performance in interconnectivity or integration or migration may result in the Bank's rejection of part or all of the system. The solution shall be accepted from the date of installation and commissioning and on successful completion of user acceptance test.

- 4.7.3 On successful completion of the acceptance tests, receipt of deliverables, etc., and after the solution runs successfully after going live and the Bank is satisfied with the working of the solution/system, the acceptance certificate in Format 6.9, signed by the Service Provider and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the system/solution proposed. The Acceptance criteria for the Solution are given under:

The system will be considered accepted (supplied, installed and operationalized) only after working of full-fledged, equivalent setup in sites in high level redundancy which is

duly signed/certified by the Bank as per the scope mentioned herein this RFP for replacement and new solutions.

Some of features required to be completed are enumerated below:

- i. The delivered software/solution should correspond to what is stated in the purchase order without deviation, except where mutually agreed upon.
- ii. The Hardware and software is fully installed and integrated with the existing environment wherever applicable, as directed by Bank. Hardware and Software should be in the name of Bank of India and the same should be reflected in respective OEM sites.
- iii. Certification from hardware / software OEM (IF ANY)'s for installation of solution with best practice.
- iv. The user acceptance certificate shall be drafted by the bidder and approved by the Bank. The format shall be part of the project plan document.
- v. Deployment of FMS team as per number and qualification defined in RFP
- vi. Renewal and validation of software. Renewed Hardware and Software AMC/ATS should be in the name of Bank of India and should be reflected in respective OEM sites.
- vii. Integration of replacement hardware with existing system

4.7.4 On successful completion of the acceptance tests, receipt of deliverables, etc., and after the solution runs successfully after going live and the Bank is satisfied with the working of the solution/system, the acceptance certificate, signed by the Solution Provider and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed the date of successful commissioning of the system/solution proposed.

If, any components and/or software fails to pass the acceptance test, the bidder shall be given maximum 30 days to rectify the defects and pass the acceptance test; failing which Bank reserves the right to get the respective component (Hardware/Software) replaced (replacement to be completed within max 21 days) by the bidder at no additional cost to Bank. If replacement is not done by the bidder, Bank reserves the right to cancel the order and recall all the payments made by Bank or invoke performance bank guarantee. No request for extension of period for rectification of defects will be considered from the bidders. Bank reserves rights in this matter.

4.8 Delivery & Documents

4.8.1 Delivery of the products/software, wherever applicable, shall be made by the Service Provider in accordance with the system approved/ordered. The details of documents to be furnished by the Service Provider are specified hereunder:

- i. 3 copies of Service Provider's invoice showing contract number, products description, quantity, unit price and total amount;
- ii. 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 Service Provider will be responsible for any consequent expenses.

4.9 Incidental Services

4.9.1 The incidental services to be provided are as under:

- (a) Furnishing manuals for each appropriate unit of the supplied Products, as mentioned under Clauses 4.8 and 4.33 of TCC;
- (b) Maintenance and software updates of the supplied Products, technical support thereof for a period as specified in the Clause 4.10, from date of go live.

4.10 Annual Maintenance Contract/Annual Technical Support

- 4.10.1 The Service Provider represents and warrants that the products supplied/delivered under the Contract are of the most recent version and that they incorporate all recent improvements in design and / or features. The Service Provider further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Service Provider that may develop under normal use of the supplied products in the conditions prevailing in India. Professionally qualified personnel, who have expertise in system software supplied by the vendor, will provide these services.
- 4.10.2 The Service Provider shall comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Service Provider, these guarantees are not attained in whole or in part, the Service Provider shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
- 4.10.3 The Bank shall promptly notify the Service Provider in writing of any claims arising under this Annual Maintenance Contract.

- 4.10.4 Upon receipt of such notice, the Service Provider shall, with all reasonable speed, repair/resolve the bugs/issues reported in the solution, without any cost to the Bank.
- 4.10.5 If the Supplier, having been notified, fails to remedy the defect(s) within the 4 hours' time duration from the incident, the Bank may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights, which the Bank may have against the supplier under the Contract. The Bank shall also impose penalty as mentioned in clause for such defects in the solution as per Clause 4.18.
- 4.10.6 Please refer to Clause 3 for related scope and Clause 4.18 for details of uptime required by the Bank.
- 4.10.7 AMC for System hardware and Software / off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.
- 4.10.8 The maximum response time for a maintenance complaint (i.e. time required for Service Provider's maintenance engineers to acknowledge the complaint after a request call / fax /e-mail is made or letter is written) shall not exceed 2 (two) hours.
- 4.10.9 The Service Provider shall ensure that faults and failures intimated by the Bank as above are set right within 4 hours of being informed of the same.

4.11 Training

- 4.11.1 The selected bidder will be responsible for training BOI's IT team as and when required in the areas of implementation, operations, management, monitoring, error handling, system administration etc. The training will be given both pre-implementation and post-implementation for proposed solution.
- 4.11.2 The Bidder shall provide the training to BOI Officials exclusively for selected products being delivered and should necessarily cover the products supplied to meet the technical specifications mentioned in the section 5.1 above. The training schedule, for providing necessary and adequate training to BOI's personnel, must be finalized in consultation with BOI, and will form a part of the agreement/contract. The details of the training to be provided in each category shall be clearly stated in the offer. Each participant should be provided with the copies of training material either in hard copy or softcopy to each participant. The training material provided must be standard course material provided as part of the course. Boarding and lodging cost for BOI officers attending the training will be borne by BOI.
- 4.11.3 Detailed training manuals/guide/documents should be provided to each of the trainees

4.11.4 The Bidder shall train BOI's IT Team for independent operation, creation of policies/rules, generation of reports, and analysis of the reports, troubleshooting and familiarization of features and functionalities, policy configuration, alert monitoring.

4.11.5 The Bidders shall also arrange the professional Certification related to Trend Micro Anti Virus first year and in third year to total 3 bank personnel during the period of the contract. The details of personnel for 1st and 3rd year will be shared accordingly. All related arrangements (including exam cost and its renewals up to 4th year i.e. end of contract) shall be done by the bidder till the possession of certificate by the Bank's personnel without any extra cost to the Bank.

4.11.6 The bidder must arrange for necessary training infrastructure. The bidder may impart the training in any location of their choice in India. The training facility must be OEM Training Institute or OEM authorized partner Institute. The training must be conducted by OEM certified instructor having prior experience of implementing such solution.

4.11.7 The Solution partner's response should clearly indicate the following details related to OEM certified training in the technical bid:

- i. OEM name
- ii. Product /solution/service name
- iii. Topic of the training
- iv. Number of days
- v. Tentative location
- vi. Nature of training
- vii. Training material
- viii. Certification, if any

4.12 Payment

4.12.1 Payment shall be made in Indian Rupees, as per Clause 4.19 for delivering, installing and commissioning the Solution.

4.12.2 The maintenance cost shall be paid quarterly in arrears, subject to satisfactory services rendered, till that date.

4.12.3 Payment against Bank Guarantees:

- a. For all the payments to be made against bank guarantees, the bank guarantees shall be issued by a nationalized / Public sector bank in India (other than Bank of India), acceptable to the Bank as per Format 6.7.

- b. Bank guarantees for advance payment, if applicable, shall be released not later than 30 days after the date of completion of installation / commissioning of the products/system at their final destination.

4.13 Prices

- 4.13.1 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.
- 4.13.2 The bidder will pass on to the Bank the benefit of discounts, if any, announced in respect of the cost of the items for which orders have been placed during the time of contract period.

4.14 Change Orders

- 4.14.1. The Bank may, at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
- (a) Functional specifications.
 - (b) Services to be provided by the Supplier.
- 4.14.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of Supplier's receipt of the Bank's change order.

4.15 Contract Amendments

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

4.16 Assignment

- 4.16.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.
- 4.16.2 If the bank undergoes an amalgamation, take over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the bidder under this RFP. However, if the bidder undergoes an amalgamation, take over, consolidation, reconstruction, merger, change of ownership etc. such act shall not affect the rights

and interest of the bank and bidder shall continue to support bank till the end of contract period as per SLA signed between bank and bidder

4.17 Delays in the Service Provider's Performance

4.17.1 Delivery of the Products and performance of Services shall be made by the Service Provider in accordance with the time schedule prescribed by the Bank.

4.17.2 If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the Service Provider 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 Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Service Providers' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

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

4.18 SLA, Uptime & Liquidation Damages

4.18.1 SLA, Uptime and Penalty

The successful bidder is bound and to comply the Service Levels as described below-

- i. The successful bidder shall have to enter into "Service Levels Agreement" having all terms and conditions of this RFP to maintain uptime and provide the service support and onsite support during the entire contract period.
- ii. The issue/ break down message may be communicated by the Bank team by way over phone / email/ call logging.
- iii. During the warranty period of additional licenses/ Rate Card licenses, the penalty will be deducted in quarterly AMC/ATS payment of Existing licenses. In case, Bank is unable to adjust penalty in AMC/ATS payment, the Bank at its discretion may invoke the Performance Bank Guarantee (PBG) to deduct the penalty amount.
- iv. Any technical glitch/ issue in installed infrastructure (i.e. hardware and software etc.) should be attended on priority and should be covered under warranty.
- v. Both the mentioned Penalty and Liquidated Damages are independent of each other and can be levied separately and concurrently.

- vi. All the penalties, charges, liquidated damages or fine imposed on the bidder by the bank for non-compliance of terms & conditions of this document are independent of each other and can be levied separately and concurrently.
- vii. The Service Level Penalties and Liquidated Damages both are separate penalties and the maximum cap of 10% on contract value, in each case, will also be separately applicable.
- viii. The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributed to Bank and Force Majeure. The decision taken by Bank in this regard shall be final and Bidder shall not dispute the same.
- ix. If the Bidder fails to perform its obligation as per this RFP or subsequent Agreement, then Bank reserves the right to get the balance work executed by another Bidder as per choice of Bank and Bidder shall be liable to bear the expenditure which Bank may incur for the execution of balance work and its completion.
- x. The issue/ break down message may be communicated by the Bank team by way over phone / email/ call logging.
- xi. During the warranty period, the penalty (if applicable) will be deducted in one-time implementation cost payment or Facility Management Cost as per applicable penalty clauses. In case, Bank is unable to adjust penalty in above payment, the Bank at its discretion may invoke the Performance Bank Guarantee (PBG) to deduct the penalty amount.
- xii. Post warranty period, the penalty will be deducted in quarterly FMS/ATS payment. In case, the Bank is unable to adjust penalty in FMS/ATS payment, the Bank at its discretion may invoke the Performance Bank Guarantee (PBG) to deduct the penalty amount. Credit note to be provided for the penalty amount deducted and GST has to be reversed accordingly.
- xiii. If the support services are not satisfactory, the Bank with its discretion may reject the proposal / terminate the contract, without assigning any reason, after deduction of maximum penalty.
- xiv. The bidder is required to mandatorily conduct quarterly preventive and breakdown maintenance activities to ensure (without any impact on day to day operations) to maintain uptime of 99.95% uptime on monthly basis covering 24*7*365 days.
- xv. For calculation of uptime (penalty), planned/ scheduled down time will be exempted. Bank will pay the bidder after deducting the calculated penalty from the payable amount.

- xvi. If any critical component of the entire configuration setup is out of service, then the bidder & OEM (IF ANY) shall either immediately replace the defective unit (with new one) or replace it at its own cost or provide a standby, on immediate basis, not more than 4 hours, the bidder should maintain proper inventory of standby components/ setup for early resolution of issues.
- xvii. If the bidder, having been notified, fails to remedy the defect(s) within the 4 hours' time duration from the incident, the Bank may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights, which the Bank may have against the Service Provider under the Contract.
- xviii. For all issues related to infrastructure, RCA (Root Cause Analysis) to be provided by the Service Provider/OEM (IF ANY) as per industry standards/best practice.
- xix. All defective parts/ faulty shall be replaced as part of maintenance at no additional cost to the bank by the bidder/service provider. Replacement parts shall be new part from the same manufacturer(s) (OEM (IF ANY)). Whether a defective item or component is to be replaced or repaired shall be at the sole discretion of the bank.
- xx. In the case of a part, the defective part removed from the system will become the property of the selected bidder.
- xxi. In case, there is any issue with uptime/performance of the solution and reported by the bank to the service provider, service provider shall arrange to resolve the issues, any enhancement required in existing hardware/software in the resolution shall be borne by the service provider without any additional cost to the bank.
- xxii. The above maintenance activities to be performed by bidder/ ensured by bidder, to have compliance of SLA terms and applicable penalty.

xxiii. Penalty for breach in SLA during Operations

S. No.	Service level	Resolution time	Penalty
1	Service Calls logged in ticketing tool related to Anti Virus and assigned to team should be resolved within defined timelines. Failure to do so will result in penalties.	Service Calls/Incident call logged in ticketing tool and assigned to team should be resolved within defined timelines. Failure to do so will result in penalties.	For breaches for calls <ul style="list-style-type: none"> More than 5% of Service Tickets remain open for More than 3 working days, then a penalty of 3 % of the monthly contract value of the Service Manager(ticketing)

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			<p>solution will be deducted.</p> <ul style="list-style-type: none"> • More than 10% of Service Tickets remain open for More than 3 working days, then a penalty of 5 % of the monthly contract value of the Service Manager(ticketing) solution will be deducted. • Penalty of Rs. 1000 per day for per incident ticket remains open for more than 24 hrs- 48 hrs. and subsequently Rs 2000 per day if it remains open for more than 48 hours
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xxiv. Other SLA for Operations

S. No	Service Area	Service Level	Penalty
1	Manpower Services	The bidder has to provide experienced and certified manpower at Bank premises as per RFP. Any gap will attract penalties.	<p>Penalty of Rs.300 for absence per day for each L1 resource respectively in addition to deduction of relevant day's unit cost of the resource.</p> <p>Penalty of Rs.400 per day for absence per day for L2. Resource in addition to deduction of relevant day's unit cost of the resource.</p>

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		The bidder has to replace the manpower if specially asked by the Bank within a period of one month. A delay beyond next Month billing cycle will attract the penalty.	Penalty of Rs.300 per day & Rs.400 for delay in joining of new resource as replacement for L1 & L2 resource respectively in addition to deduction of relevant day's unit cost of the resource
3	Patching of all Hardware / Software / Middleware	All underlying hardware / software / Middleware to be patched as per respective OEM recommendations. Failure to comply with the Patch calendar will attract penalties.	For breaches for patches – Penalty of Rs.100 per day for delay in applying of each patch as per security/statuary/ OEM recommendations.
4	Closure of VA / PT , and SCD Points on all Hardware / Software / Middleware	All identified ulnerabilities over underlying hardware / software / Middleware to be patched as per respective OEM recommendations within timelines specified in Bank's prevailing Corporate Information Security Policy . Failure to close these calls within timelines will attract penalties based on criticality of calls.	<p>For breaches for timelines under Critical & High Category – Penalty of Rs.300 per day per vulnerability for delay in mitigation/ fixing vulnerabilities.</p> <p>For breaches for timelines under Medium Category – Penalty of Rs.200 per day per vulnerability for delay in mitigation/ fixing vulnerabilities.</p> <p>For breaches for timelines under Low Category – Penalty of Rs.100 per day per vulnerability for delay in mitigation/ fixing vulnerabilities</p>

xxv. Penalty for breach in SLA during Operations (Incident)

Service Area	Service Level	Penalty
Root Cause analysis report	The root cause analysis report from OEM related to any production issue should be shared with bank in 3 calendar days. The failure in comply of same will attract penalty.	Penalty shall be applicable in % (as mentioned below) of monthly ATS Cost. The delay in submission of root cause analysis report will lead to penalty of 0.5 percent per day of monthly ATS/AMC cost.
Log Analysis report	The log analysis report from OEM for the logs shared for Antivirus related issue should be shared with Bank in 24 hours. The failure in comply of same will attract penalty.	The delay in submission of log analysis report will lead to penalty of 0.5 percent per day of monthly ATS/AMC cost.
Turn Around Time (TAT)	The TAT from OEM for any issue should be as per severity mentioned as under: a.) Critical within 1 hours b) High within 24 hours c) Medium within 24 hours - 48 hours d) Low within 48 hours – 72 hours. The failure in comply of same will attract penalty.	Delay in Turnaround time (TAT) is 0.5 percent per day of monthly ATS/AMC cost
OEM Health Check	Health check should be conducted by the OEM on Quarterly basis. It should be conducted in first 15 days of first month of every Quarter. For example, Health checkup for Quarter April to June Should be conducted by 15 th April positively. The delay in same will attract penalty	Delay in health check will attract penalty of 2 percent of Quarterly ATS/AMC cost

During warranty:

Monthly ATS/AMC Cost = Annual ATS Cost of Existing licenses /12
Quarterly ATS/AMC Cost = Annual ATS Cost of Existing licenses /4

Post warranty:

Monthly ATS/AMC Cost = Annual ATS Cost of respective licenses (existing licenses or additional licenses or Rate card licenses /12

Quarterly ATS/AMC Cost = Annual ATS Cost of respective licenses (existing licenses or additional licenses or Rate card licenses /4

Penalty Cap on SLA = 10 % of Contract Value.

4.18.2 Liquidation Damages/ Penalty for delay

On delay in delivery & implementation of any or all of the products/solution under scope of this RFP:

If the Service Provider fails to deliver any or all of the products and/or systems and/or services solutions within the time period(s) specified in the Delivery Schedule in the Purchase Order, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1 % percent per week or part thereof of Contract Price, subject to maximum deduction of 10% of the total contract value for unperformed services for each week or part thereof of delay, until actual delivery, installation or performance as per related clauses mentioned in RFP. In case of undue delay beyond a period of, 6 months the Bank may consider termination of the Contract at its discretion. If the bidder fails to conduct the migration within stipulated time it will also invite the liquidated damages, a sum equivalent to 0.5 % percent per day of delay, subject to maximum deduction of 10% of the total contract value.

Initially, **Letter of Intent (LOI)** will be issued for all line items as per Price Bid Format.

4.19 Payment Schedule

Payment shall be made in Indian Rupees, as given below for delivering, installing, commissioning and monitoring the Solution / deliverables as mentioned in the price schedule.

1) Payment of License Cost

- a. **70%** - on delivery of licenses in name of the Bank.

- b. **30%** - Bank shall make remaining 30% payment on the fulfilment of the obligations (delivery of new Licenses, Renewal of existing licenses in the name of Bank and integration of licenses with existing Antivirus environment), receipt of Delivery Challan, Invoice and submission of Performance Bank Guarantee. Payment for Services shall be made in Indian Rupees. For Sign-off, the minimum coverage is 90% of ordered end points. The payment shall be made after deducting applicable liquidated damages/penalty if applicable.

2) Payment of Advanced Endpoint Detection and Response solution:

- a. **50%** - on delivery of Advanced Endpoint Detection and Response solution in name of the Bank.
- b. **40%** - Bank shall make 40% payment on the fulfilment of the obligations (delivery ,installation of the solutions in all endpoints), receipt of Delivery Challan, Invoice and submission of Performance Bank Guarantee. Payment for Services shall be made in Indian Rupees.
- c. **10%** - On sign off after successful deployment of the solution (licenses) at all end points and its acceptance & signoff from the Bank.

3) Payment of AMC/ATS

The AMC/ATS charges shall be paid by the bank quarterly in arrear within forty-five (45) days from the date submission of invoice with adequate and correct / undisputed supporting documents and after deducting the applicable penalty. Payment shall be made in Indian Rupees

The payment will be subjected to satisfactory services rendered and preventive maintenance carried out as per scheduled frequency. The invoice should be clear and with all supporting documents else the payment processing shall be delayed and the bank will not be responsible for any delay in non-payment beyond stipulated time to the bidder due to non-availability of supporting documents. The total support period will be three (3) years.

The payment shall be made after deducting applicable liquidated damages/penalty.

4) Payment of Items procured through Rate Contract:

The Payment of licenses procured through Rate Contract shall be payable on the delivery of licenses with required Annual technical premium support in the name of Bank and integration of licenses with existing environment. Payment for Services shall be made in Indian Rupees.

The Rate Contract AMC/ATS charges shall be paid by the bank quarterly in arrear within forty-five (45) days from the date submission of invoice with adequate and correct / undisputed supporting documents and after deducting the applicable penalty. Payment shall be made in Indian Rupees.

The payment shall be made after deducting applicable liquidated damages/penalty.

5) Payment of FMS

Payment amount as per Price Schedule 6.3 (Part IV)

- i. The Facility Management charges shall be paid by the bank in equal quarterly instalments in arrears within forty-five (45) days from the date submission of invoice after completion of respective quarterly period after deducting the applicable pro-rata amount of absent / deficit resources. The payment will be subjected to satisfactory services rendered from the date of commencement of services and acceptance of the support system at the rates quoted in the price schedule.
- ii. The start date of FMS will be calculated from the date of deployment of resources at the central site as per project and delivery of Proposed Solution. The FMS will be started from the deployment of resources as per requirement under the RFP.

6) Payment of Rate Card

Payment amount as per (Price Schedule 6.3 (Part V))

The Payment of licenses, procured through Rate Contract shall be payable on the delivery of components/items with required Annual technical premium support in the name of Bank and integration of same with existing environment. Payment for Services shall be made in Indian Rupees.

The Rate Contract AMC/ATS charges shall be paid by the bank quarterly in arrear within forty-five (45) days from the date submission of invoice with adequate and correct / undisputed supporting documents and after deducting the applicable penalty. Payment shall be made in Indian Rupees. The payment shall be made after deducting applicable liquidated damages/penalty.

4.20 Termination for Default

4.20.1 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:

- (a) If the Service Provider fails to deliver any or all of the Products and 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.

- 4.20.2 In the event the Bank terminates the Contract in whole or in part, it may procure, up on such terms and in such manner as it seems appropriate, Products and Services similar to those undelivered, and the Service Provider shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

4.21 Force Majeure

- 4.21.1 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 4.21.2 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 and freight embargoes.
- 4.21.3 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.

4.22 Termination for Insolvency

The Bank may, at any time, terminate the Contract by giving 7 days 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.

4.23 Termination for Convenience

In addition to the right of the Bank to terminate the contract for the delayed/unsatisfactory/nonperformance of the service provider and/or for various reasons detailed above, the Bank shall also be entitled to terminate the Contract at any time for its convenience by giving 90 days notice to the service provider. It is hereby clarified that the termination for convenience shall be without any compensation to the Vendor and in case of termination for any reason, the Bank shall not be liable to pay any fee/consideration for the contract which is not performed. It is also clarified that the service provider shall not be entitled to terminate the contract.

In any situation which leads to termination of agreement prior to the expiry of the contract period, the bidder has to ensure to provide necessary co-operation for migration of entire setup (not limited to complete solution/ site and data) to the alternate vendor identified by the bank and bank team.

4.24 Resolution of Disputes

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

- a) If, the Bank and the Vendor/Supplier have been unable to resolve amicably a Contract dispute even within 30 days, 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.
- b) The dispute resolution mechanism to be applied shall be as follows:
 - i. In case of Dispute or difference arising between the Bank and the Vendor/Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a sole Arbitrator appointed by the parties by mutual agreement;
 - ii. 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 arbitrator 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 If the Parties fails to reach mutual consensus identifying an Arbitrator, the Parties shall be free to approach the competent court of law for adjudication of the dispute.

4.24.2 Compliance with law

The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this contract and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/

personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Further the Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.

The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would not be limited to court awarded damages 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.

4.24.3 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 Vendor 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.

4.24.4 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.

4.25 Governing Language

The governing language shall be English.

4.26 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.

4.27 Addresses for Notices

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

Bank's address for notice purposes:

Bank of India, Head Office
Information Technology Department,
PNB-BOI Tower, 10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Service Provider's address for notice purposes (to be filled in by the Service Provider)

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.....

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

4.28 Taxes and Duties

4.28.1 The Service Provider will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning.

4.28.2 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.

4.28.3 Tax deduction at Source

Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the 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.

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

4.29 Service Provider's Integrity

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

4.30 Service Provider's obligations

- 4.30.1 The Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- 4.30.2 The Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Service Provider's negligence. The Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- 4.30.3 The Service Provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- 4.30.4 The Service Provider will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

4.31 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 Products 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.

4.32 Site Preparation and Installation

The Bank is solely responsible for the construction of the hardware site in compliance with the technical and environmental specifications. The Bank will designate the installation site before the scheduled installation date, to allow the Service Provider to perform a site inspection to verify the appropriateness of the sites before the installation / commissioning of the software/hardware.

4.33 Commissioning of Solution

The Service Provider is responsible for all unpacking and installation of Products, wherever applicable. The Service Provider will test all system operations and accomplish all adjustments necessary for successful and continuous operation of the software at all installation sites.

4.34 Technical Documentation

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

4.35 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 unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

4.36 Repeat Orders

- 4.36.1 Bank reserves the right to place repeat order/s on the bidder under the same terms and conditions within a period of 12 months from the date of acceptance of purchase order by the bidder.
- 4.36.2 The bank reserves the right to re-negotiate the price with the bidder for downward revision of the prices.

4.37 Limitation of Liability

The liability under this Agreement, to the extent allowed by Indian Laws, shall be limited to the total contract value. However, the liability cap shall exclude the indemnity obligations and following-

The limitations set forth herein shall not apply with respect to:

- a. claims and/or any legal proceedings made against the Bank by the employees or other persons deployed by the Vendor and/or by any statutory/regulatory/Government authority; and / or
- b. acts of fraud and/or willful act or omission by the Vendor, its employees or other persons deployed by the Vendor; and/or
- c. violation of the Confidentiality obligations by the Vendor and/or its employees or any other person deployed by them in connection with the Contract.
- d. any breach/violation of Intellectual Property Rights of the Bank by the Vendor and/or on material/deliverables supplied by the Vendor and / or claims against the Bank in connection with the breach of any Intellectual Property Rights of any third party (ies) etc.

Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/ Bank's related information to the extent of loss so caused.

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 4.38) even if it has been advised of their possible existence.

4.38 Indemnity

4.38.1 The bidder has to 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 attorneys' fees) relating to and/or arising out of any claim and /or under a suit or proceeding brought against the Bank as a result of:

- (a) breach of any term of this Agreement by the Vendor and/or by its agents/subcontractors; and/or.
- (b) an act or omission, misconduct or negligence of the Vendor, its employees in performance of the contract; and / or

- (c) claims and/or any legal proceedings made against the Bank by the employees or other persons deployed by the Vendor and/or by any statutory/regulatory/Government authority; and / or
- (d) acts of fraud and/or willful act or omission by the Vendor, its employees or other persons deployed by the Vendor; and/or
- (e) violation of the Confidentiality obligations by the Vendor and/or its employees or any other person deployed by them in connection with the Contract.
- (f) any breach/violation of Intellectual Property Rights of the Bank by the Vendor and/or on material/deliverables supplied by the Vendor and / or claims against the Bank in connection with the breach of any Intellectual Property Rights of any third party (ies) etc.

4.39 Confidentiality

- 4.39.1 The Company agrees and 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.
- 4.39.2 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.
- 4.39.3 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 fulfil 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 to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.
- 4.39.4 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.

- 4.39.5 The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever.
- 4.39.6 The bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser's premise without written permission from the Purchaser.
- 4.39.7 The bidder acknowledges that Bank's business data and other proprietary information or materials, whether developed by Bank or being used by Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Bank; and The bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the bidder to protect its own proprietary information. The bidder recognizes that the goodwill of the Bank depends, among other things, upon the bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by the bidder could cause damage to the Bank. By reason of The bidder's duties and obligations hereunder, the bidder may come into possession of such proprietary information, even though the bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. The bidder shall use such information only for the purpose of performing the Services.
- 4.39.8 The bidder shall, upon termination of this Contract for any reason, or upon demand by the Bank, whichever is earliest, return any and all information provided to the bidder by The Bank, including any copies or reproductions, both hard copy and electronic.
- 4.39.10 The bidder shall provide certificate/assurance from application providers/OEM (IF ANY) that the application is free from embedded malicious / fraudulent code."
- 4.39.11 The bidder shall ensure that the equipment / application / software being supplied shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the Bank arising due to activation of any such embedded malware / malicious code. The bidder shall further supply a certificate to the Bank in the form Appended herewith.

- 4.39.12 The bidder shall ensure that subsequent patch, hotfixes and upgrades are also free from malicious code.
- 4.39.13 The bidder shall abide by the Corporate Information Security Policy of the Bank (as amended from time to time), IT and Cyber policies, internal guidelines, regulatory standards and countrywide regulations and laws from time to time, which will be shared by the Bank with the Successful bidder on need to know basis. The Successful bidder shall ensure that the equipment/application/software supplied under the RFP shall be compliant with the CISP at all times.
- 4.39.14 the bidder shall submit the background verification and provide the training on information security awareness for their employees, in the case of deputing them to work in Bank premises.
- 4.39.15 the bidder shall provide the site support for the application / servers hosted on behalf of the Bank and the same to be in line with respect to the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) of Bank's Business Continuity Policy (BCP).

4.40 Independent External Monitors (IEM)

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

1	2
Shri P.K.Dash, IAS (Retired) Bhopal D-266, Sector-47,Noida, UP E-mail: pkdash81@gmail.com	Shri Salil Kumar Jha, Ex-MD HAL C 300, SKS Flats, Sheikh Sarai, Phase-1, New Delhi-110017 E-mail: skjha_1ck@rediffmail.com

Integrity Pact

Venders/bidders/sellers, only those who commit themselves to Integrity Pact (IP) (in Format Pre-Contract Integrity Pact Format 6.18) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected.

IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of Integrity Pact is attached as per Format 6.18, for strict compliance and mandatorily to be submitted with the bid

document by the bidder. The integrity Pact shall be executed on applicable stamp paper and charges of the same shall be incurred by the bidders.

4.41 Transition

Presently the bank has outsourced the management of existing Antivirus license and ATS to third party service provider for which contract is valid till June 2024 for Domestic, FCBS and RRB. After expiry of current contract, the bidder has to maintain and manage Antivirus license and ATS. For RRB bank has outsourced FMS facility to third party service provider for which contract is valid till 30.11.2024. After expiry of current contract, the bidder has to provide facility management services for existing Trend Micro Antivirus Solution.

The Bidder should ensure the smooth transfer/ transition of the services to continue to meet Banks's business requirements in a way that there are no unplanned business interruptions. The Bidder will be responsible for planning, preparing and submitting a Transition Plan to bank. Bidder will fully cooperate and work with all Banks' Third-Party Contractors/Vendors/Consultants in a manner that will result in a seamless transfer of Services, and such transfer of Services shall be in accordance with the Transition Plan.

4.42 Reverse Transition

Reverse Transition Services are the services provided by Vendor to Bank during the reverse transition period which will start after completion of the 3 months' notice period to facilitate an orderly transfer of the Services (software, knowledge transfer, parallel run (if applicable) and others as related and applicable to the project) to Bank or to H2 bidder or any service provider as shortlisted/ nominated by Bank for ensuring business continuity and banking services to esteemed customers. In case of if the selected vendor is not able to perform Reverse Transition within 90 days of notice from Bank, Bank reserves the right to invoke the Performance Bank Guarantee.

The Reverse Transition Services, to be provided by the bidder to the Bank shall include all the scope services/deliverables as mentioned in the RFP.

4.43 Right to Audit

Bank has full right to review and audit bidder's place and whole setup by bank officials or engaging third party consultant for auditing the bank requirement under this RFP.

The Bank and RBI and any Agencies engaged by the Bank and/or RBI shall be authorized to make inquiries and audit the selected bidder's compliance with the

provisions of this RFP and the selected bidder shall provide the Bank with such information and access for audit as requested for by the Bank and / or RBI. At all times the Bank and / or RBI shall have the right to inspect the premises, books and records of the selected bidder directly or through its representatives. All selected bidder's records with respect to any matters covered by this agreement and / or as may be required by RBI and / or the Bank shall be made available to the Bank or its designees, to audit, examine and make excerpts or transcripts of all relevant data. If the Bank permits the selected bidder to outsource any of the activities under this RFP which shall always be in writing, the selected 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 inter-alia agreeing for production of documents called for, inspection and audit of their premises and books by RBI and / or the Bank and any Agencies engaged by the Bank and / or by the RBI. The outsourcing agreement shall provide the bank with the right to conduct audits on the service provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the bank. Selected bidder is aware that any failure to permit inspection may result in RBI imposing fine/ penalty and all such amounts shall be paid by the selected bidder.

Bidder should abide with all master outsourcing directions of RBI as mentioned below

- i. Bidder hereby agrees and confirms that it shall at all point of time, also abide and comply with the directions of RBI in vogue and as may be issued from time to time relating to outsourcing of such activities as if the same are incorporated herein.
- ii. Bidder hereby confirms and declares that the Bidder is not/and shall not at any point of time be owned or controlled by any director, or key managerial personnel, or approver of the outsourcing arrangement of the Bank, or their relatives. For the purpose of this clause, terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time.
- iii. Bidder shall not indulge in any activity that may result in reputational loss to the Bank or the reputation of Bank being compromised or weakened.
- iv. Bidder shall not do anything that will impede or interfere with the ability of Bank to efficiently oversee or manages its activities and/or of the RBI in carrying out its supervisory functions and objectives.

- v. Bidder shall employ the same high standard of care in performing the services as would have been employed by the Bank, if the activity was not outsourced.
- vi. Without prejudice to the obligation of the Bidder to perform the contract and without being bound to do so the Bank, shall have the right to intervene with appropriate measures to meet legal and regulatory obligations, which directions of Bank shall be complied by the Bidder without need for paying any additional fees or charges to the bidder.
- vii. Bidder shall promptly and without delay report to Bank any type of material adverse events including data breaches, denial of service, service unavailability, etc. and also those incidents required to be reported to the Bank to enable Bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines.
- viii. Bidder shall comply with the provisions of Information Technology Act, 2000, other applicable legal and regulatory requirements and standards including relating to protection of information of the Bank and the customer data.
- ix. Bidder shall ensure safe storage of data (as applicable to the outsourced activity) which storage shall be done only in India and in doing so, the extant regulatory requirements shall also be complied by the Bidder. Bidder shall also provide to the Bank from time to time the details of such data captured, processed and stored.
- x. Bidder is aware that any data/information being confidential, the Bidder shall not disclose or share any data/information with Bank's customer and / or any other party.
- xi. Bank shall be within its right to seek information from the Bidder about the third parties (in the supply chain) engaged by the Bidder which shall be provided by the Bidder forthwith.
- xii. Bidder hereby agrees and confirms that the Bidder shall be liable for the performance and risk management practices of the Bidder and also of its sub-contractors.
- xiii. Bidder shall comply with directions issued by the RBI from time to time in relation to the activities outsourced to the Bidder.
- xiv. Bidder agree and undertake to co-operate with the relevant authorities in case of insolvency/ resolution of either of the parties. Further, the Bidder shall ensure availability of records to the Banks and the RBI including in case of liquidation/resolution of the Bidder.

- xv. Bidder hereby agree and undertake that the skilled resources of the Bidder who provide core services are considered as “essential personnel” so that required number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations).
- xvi. Bidder confirms that it has back-to-back arrangements with the OEMs, relating to the said contract.
- xvii. Bidder is aware that Public confidence and customer trust in Bank is a pre-requisite for Bank’s stability and reputation and therefore the Bidder shall not do anything which will affect the same. Further, the Bidder shall ensure the preservation and protection of the security and confidentiality of the Bank’s information and also of Bank’s customer information which is accessed or in the custody or possession of the Bidder. Bidder shall also ensure that their employees/staff agents also maintain confidentiality of such information and Bidder shall ensure that any access to customer information by staff of the Bidder shall be strictly on need-to-know basis.
- xviii. Bidder shall ensure that cyber incidents are reported to the Bank by the Bidder immediately without any delay, so that the incident is reported by the Bank to the RBI within the time frame stipulated by RBI.
- xix. Bidder shall ensure that they are able to isolate the Bank’s, and its customer’s information, documents and records and other assets. This is to ensure that, in adverse conditions or termination of the contract, all such assets of the Bank, documents, record of transactions and information with the Bidder can be removed from the possession of the Bidder, or deleted, destroyed or rendered unusable. In the event of termination of contract, the Bidder shall ensure safe removal/ destruction of data, hardware and all records (digital and physical), as applicable. The Bidder shall cooperate fully with both the Bank and new bidder(s) to ensure there is a smooth transition. The Bidder shall not erase, purge, revoke, alter or change any data during the transition period, unless specifically advised by the regulator/ Bank.
- xx. If the Bidder is operating in different jurisdictions, the Bidder shall abide by the legal, regulatory and government policies of not only the jurisdictions in which the Bidder is based but also of all the places where it is operating. Bidder shall also monitor the political, social, economic and legal conditions of all such jurisdictions on a continuous basis, as well as establish sound procedures for mitigating the country and other risk. This includes, inter alia, having appropriate contingency and exit strategies.

PART 5: TECHNICAL/FUNCTIONAL SPECIFICATIONS (T&FS)

The bidder shall submit a datasheet for complying the scope of work and related technical /functional specifications as supporting document for proving/establishing the compliance confirmed on every point.

The bidder shall also extend additional features as per regulatory and security compliance if any, which is mandatorily required to run the solution in the big enterprise level environment, without any additional cost to the bank.

Technical Specifications

5.1.1 Endpoint Security for EndPointProtection with Advances Detection and Response Solution

Product Name: Trend Micro Endpoint Protection with Advances Detection and Response Solution			
SN	General Requirement	Compliance (Y/N)	Remarks / Deviations
1	The proposed endpoint security solution should be using a blend of advanced threat protection & detection techniques to eliminate threats entering in to BOI and is delivered via an architecture that uses endpoint resources more effectively and ultimately perform considering CPU and network utilization.		
2	The proposed solution should protect and secure the endpoints & desktops running OS (Windows & MAC) platforms: <ul style="list-style-type: none"> • Windows 8.1,10,11 • macOS Big Sur 11.0 • macOS Catalina 10.15 • macOS Mojave 10.14 • macOS Ventura 13 • macOS Monterey 12 The solution should work on both 32 and 64 bit versions.		
3	The proposed solution must provide centralized management console for consistent security management, complete visibility of all the end-points, configuration management and reporting functionality.		
4	The proposed solution should be able to defends endpoints against malware, Trojans, worms, spyware, ransomware, and adapts to protect against new unknown variants and advanced threats like crypto malware and fileless malware in order to detect		

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	and respond to the ever-growing variety of advanced malware threats, including fileless attacks and ransomware.		
5	The proposed solution must have multiple techniques to address known, unknown, unpatched threats with pattern/signature based, behavior monitoring, virtually patching the vulnerabilities, highly-accurate machine learning - pre-execution and runtime, application control		
6	The proposed solution must have enhanced tamper protection that guards against unauthorized access and attacks, protecting users from viruses that attempt to disable configuration changes / uninstall by unauthorized personnel and disable security measures.		
7	The security agents on endpoints must be updated via a centralized server, should there be requirement to conserve WAN bandwidth the solution must support a distributed framework for signatures and policy to have provision to assign a client the privilege to act as a update agent for rest of the agents in the network		
8	The proposed solution should be deployed on-premise with all components		
9	The propose solution should be in the latest 2023 Gartner report for Endpoint Protection Platform in the leaders quadrant for last 5 years		
Preventive Capabilities and Controls			
10	<p>The proposed solution should have prevention capabilities:</p> <ul style="list-style-type: none"> • Antimalware with signature/Pattern based detection • Ransomware protection • Machine learning - pre-execution and runtime • Browser exploit protection • Behavior monitoring • Injection protection • Script protection • Anti-exploit • C&C communication prevention • Virtual patching • Application control • File less malware prevention • File/web reputation • File check mechanism to reduce false positives 		
Anti-Malware			
11	The proposed solution must offer comprehensive security by protecting enterprise networks from viruses, rootkits, trojans, worms, hackers, joke programs, ransomware and network viruses, plus spyware, grayware and mixed threat attacks.		

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12	The proposed solution must support various scan type options to clean dormant malwares - Real time scan, Manual scan, scheduled Scan[daily/weekly/monthly] and on-demand Scan and provide options to be able to add files, folders or extensions to an 'exclude' list so that they are not scanned on access.		
13	The proposed solution must be configurable able to scan these file extensions: .ACCDB,.ACE,.AMG,.ARJ,.BAT,.BIN,.BOO,.BOX,.BZ2,.CAB,.CDR,.C DT,.CHM,.CLA,.CLASS,.COM,.CPT,.CSC,.DLL,.DOC,.DOCM,.DOCX, .DOT,.DOTM,.DOTX,.DRV,.DVB,.DWG,.DWT,.EML,.EPOC,.EXE,.GM S,.GZ,.HLP,.HTA,.HTM,.HTML,.HTT,.INI,.JAR,.JPEG,.JPG,.JS,.JSE,.J TD,.JTT,.LNK,.LZH,.MDB,.MPD,.MPP,.MPT,.MSG,.MSI,.MSO,.MST,. NWS,.OBD,.OCX,.OFT,.OVL,.PDF,.PHP,.PIF,.PL,.PM,.POT,.POTM,.P OTX,.PPAM,.PPS,.PPSM,.PPSX,.PPT,.PPTM,.PPTX,.PRC,.QPW,.RA R,.REG,.RTF,.SCR,.SHS,.SHW,.SIS,.SIT,.SWF,.SYS,.TAR,.VBE,.VB S,.VSD,.VSS,.VST,.VXD,.WMF,.WML,.WPD,.WPT,.WSF,.XLA,.XLAM, .XLS,.XLSB,.XLSM,.XLSX,.XLT,.XLTM,.XLTX,.XML,.Z,.ZIP		
14	The proposed solution should be able to automatically scan the external USB storage once it is plugged in to provide real time protection against threats		
15	The proposed solution must support customizable actions for various types of threats : Clean,Delete,Rename,Deny access, Quarantine & Pass		
16	The proposed solution must include capabilities for detecting and removing rootkits, provide Real-time spyware/grayware scanning for file system to prevent or stop spyware execution		
17	The proposed solution must have Assessment mode to allow first to evaluate whether spyware/grayware is legitimate and then take action based on the evaluation.		
18	The proposed solution must scan nested compressed files (specify up to a level of 5 layers) for malwares, viruses, spywares etc.		
19	The proposed solution should have an option of users with the scheduled scan privileges can postpone, skip, and stop Scheduled Scan.		
20	The proposed solution must support CPU usage performance control during scanning - Checks the CPU usage level configured on the Web console and the actual CPU consumption on the computer i.e. High, Medium and low.		
21	The proposed solution should scan only those file types which are potential virus carriers (based on true file type) with option of adding program to trusted list for excluding process, if required.		
22	The proposed solution should support clean up services whenever a probable threat like virus/malware is detected		
23	The proposed solution must be able to scan Object Linking and Embedding file looking for exploit codes and able to specify multiple layers for scanning the OLE objects.		
Highly Accurate Machine Learning			

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24	The solution has highly accurate machine learning technology which provides multi-layer protection for pre-execution and on execution (runtime) of malware to address unknown security threats found in suspicious file/process.		
25	Machine learning must have Pre-execution intelligence of extracting file features and run-time analysis of file/process behavior to identify threats.		
26	Machine learning module should be able to extract multiple features from file for ex: who,when,where info, import table,header,opcode,packer existence etc. and compare it with machine learning model and predict the maliciousness of the file.		
Behavior Monitoring			
27	The proposed solution must have behavior monitoring module to constantly monitor endpoints for unusual modifications to the operating systems or on installed software's to provide additional threat protection from programs that exhibit malicious behavior.		
28	Behavior monitoring must have program inspection to detect and block compromised executable files and should monitor for newly encountered program downloaded from various channels like web/email/removable media.		
29	Behavior monitoring must have an Indicator of Attacks (IOA) based Prevention like: <ul style="list-style-type: none"> • Shell modification • Host file modification • Library injection • New service • Process modifications • Duplicated system file • Malicious PowerShell • Credential access 		
30	Behavior monitoring must have Anti-exploit module to terminate the program exhibiting abnormal behavior associated with exploit attacks. Solution must be able to detect multiple exploit techniques like memory corruption, logic flaw, malicious code injection/execution.		
31	Anti-exploit engine must support various exploit prevention techniques but not limited to Force ASLR,Null page,Heapspray.		
32	Solution must support Browser Exploit Prevention - scan browsers for exploit/script/scan webpage and Block.		
33	The proposed solution must have an option to trust the process and exclude from the engine.		
Ransomware protection			
34	The proposed solution must provide a protection mechanism against ransomware in the event of a machine becoming compromised and should have feature with documents to be protected from unauthorized encryption or modification.		

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35	The proposed solution should have feature to take backup of ransomware infected files and restoring the same.		
36	The proposed solution must block all the processes commonly associated with ransomware and should have program inspection to monitor processes and perform api hooking to identify if program is behaving abnormally.		
37	Ransomware protection must not be limited to specific ransomware behavior/variants .		
Command & Control Prevention - Web Reputation			
38	The proposed solution must be able to block all communication to Command & control center- bad ip/domain		
39	The proposed solution must support adding whitelisting and Black listing of Url's/Domain using wildcards.		
40	The proposed solution must be able to identify communication over HTTP/HTTPS protocols and commonly used Http ports.		
41	The proposed solution must provide default security levels i.e. High, Medium & low so that it eases the operational efforts and must have an option of assessment mode ONLY so that Urls are not blocked but logged.		
42	The proposed solution must be able to detect/prevention communications to Global C&C's and Allow administrators to create user defined list also.		
43	The proposed solution must support malware network fingerprinting mechanism to detect unique malware family signatures within network packets and just not rely on ip addresses/domains.		
44	The proposed solution must have damage cleanup services after detecting Command & Control communication.		
Host Intrusion Prevention System - Vulnerability Protection			
45	The proposed solution must have host based intrusion system (HIPS) to virtually patch known and unknown vulnerabilities using deep packet inspection by providing rules with CVE ID and CVSS score mapping.		
46	The proposed solution shall shield endpoints from network exploitable vulnerabilities targeting endpoint OS		
47	The proposed solution is able to provide virtual patching functionality without additional agent footprint or 3rd party integration		
48	The proposed solution shall provide with scanning profiles like recommended and aggressive scanning that suits the current security requirement and environment.		
49	HIPS should have deep packet inspection capability to identify content that may harm the application layer, Filters forbidden network traffic and ensures allowed traffic through stateful inspection.		
50	The proposed solution should have option to configure the engine mode - Prevent / Detect only		

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51	The proposed solution should deliver the most-timely vulnerability protection in the industry across a variety of endpoints		
Host based Firewall			
52	The proposed solution must support host based firewall with stateful inspection, option to create rules on the basis of Source/Destination/Port/Protocol/Application to provide stateful inspection and high performance network virus scanning		
53	The proposed solution must have an certified safe software repository to be used in Firewall rules		
54	The proposed solution should organize and customize methods for protecting endpoints by creating custom policies and profiles		
55	The firewall module must option to specify a security level namely: <ul style="list-style-type: none"> • High (Block all inbound/outbound traffic), • Medium (Block inbound traffic, allow outbound traffic), • Low (Allow all inbound/outbound traffic) Additionally, to create exceptions with granularity of specifying traffic direction, application, port, protocol, IP and action.		
Device Control			
56	The proposed solution must support Device control - Whitelisting/Blacklisting of devices.		
57	The proposed solution must be able to restrict device access on endpoints by assigning rights to Read, Read/Write, Write and Deny Access. The Devices that are able to be restricted must include the following: <ul style="list-style-type: none"> - USB Storage Drives (Also able to disable autorun) - CD-ROM - Floppy Disk - Network Drives 		
58	The proposed solution must support Allow/Block Actions for the supported devices.		
59	The proposed solution must support Network Devices, USB, Mobile Storage, Non-Storage devices, Modems, Bluetooth adapter, Com/LPT , Imaging Devices, Print Screen key ,Wireless Nic, Infrared devices		
60	The proposed solution must support various permission -Full Access, Read only,Execute,Modify		
61	The proposed solution should provide option to whitelist USB devices based on device model and serial ID.		
Centralized Management console and Visibility			
62	The proposed solution must provide a centralized web based management console with secure browser access using SSL based encryption		
63	The management console should be able to integrate with Active Directory		

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64	The centralized security management console should ensure consistent security management and complete visibility and reporting across multiple layers of interconnected security.		
65	The proposed solution provides a secure web-based management console that gives administrators transparent access to all endpoints on the network and coordinates the automatic deployment of security policies, pattern files, and software updates on every agent.		
66	The centralized management console should be capable of - deploying regular signature files, - scan engines, -emergency release of signature files, - patches, hot fixes - New product versions for all managed products		
67	The management console should have an option of creating users with different user roles for managing the solution or support role-based access control		
68	The management console should support API integration to integrate programmatically with another security tools.		
69	The proposed solution must support reporting option with One time/Scheduled/Custom in CSV/PDF/RTF formats.		

5.1.2 Trend Micro Advances Endpoint Detection and Response for Endpoints

S.No	Trend Micro Advances Endpoint Detection and Response for Endpoints	Compliance (Y/N)	Remark
1	The proposed solution should provide extended visibility, analysis, and response across Endpoints		
2	The proposed solution should provide functionality to collect telemetry from Email, Network & Mobile		
3	The proposed solution should hosted in India region to address data sovereignty and localization		
4	The proposed solution should analyze telemetry/activity data collected by sensor deployed in the Endpoint to provide high-fidelity detections and alerts.		
5	The proposed solution should analyze telemetry/activity data collected by sensor deployed in the Endpoint to provide high-fidelity detections and alerts.		
6	The Threat Analytics should use latest expert detection rules based on detections in the wild without any manual intervention from the organization.		
7	The solution should provide unified platform that enables security teams to run a root cause analysis, investigate the execution profile of an attack, and identify the scope of impact across assets.		

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8	The solution should provide a threat defense platform for easier investigation with graphical view and timeline of the attack.		
9	The proposed solution must support vulnerability assessment		
10	The proposed solution should be able to provide risky users, devices, and cloud applications in CSV format.		
11	The proposed solution should provide a platform where the administrator would have the latest view of the threat campaigns.		
12	The solution should provide unified platform that enables security teams to take immediate response		
13	The solution must be capable to support incident response automation (Playbooks and customized response playbooks)		
14	The proposed solution should provide an investigation platform that provides a view of tactics, techniques and procedures used by the attacker.		
15	The solution should provide more context with mapping to the MITRE ATT&CK TTPs for faster detection and higher fidelity alerts.		
16	The solution should allow to perform searches using OpenIOC.		
17	The solution should allow to perform manual & automatic sweeps for identifying indicators of compromise (IoC) and indicators of attack (IoA).		
18	The solution should have the capability to integrate with other 3rd party solutions via API		
19	The proposed solution console should provide external notification through email when an alert is generated.		
20	The solution should have the capability to generate and send alerts based on saved search queries (Watch lists)		
21	The proposed solution should integrate up-to-the-minute intelligence reports from internal and external sources to help identify potential threats to the environment		
22	The proposed solution should have capability to integrate with either or both cloud and on premise identity access management (iAM) system for user authentication and access control		
Endpoint Detection And Response			

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23	The solution should support detection and responses at a minimum for these operating systems • Windows • MAC • RHEL • CentOS • Ubuntu		
24	The proposed solution is able to provide insightful investigative capabilities, a rapid response for suspicious objects/activities and a centralized visibility across Endpoints.		
25	The proposed solution should have an option of doing impact analysis of threat seen on the server and check other endpoint for the same.		
26	The solution should perform recording of vectors commonly associated with targeted attacks, file executions, registry changes, and more		
27	The solution should produce high fidelity threat detection and help SOC prioritize threat response.		
28	The solution should be able to identify all the hosts that are infected of the same threat and display in a single view the entire threat attack lifecycle.		
29	The solution should provide unified platform that enables security teams to run a root cause analysis, investigate the execution profile of an attack, and identify the scope of impact across assets.		
30	The solution shall allow investigative work to continue on the isolated device without allowing malicious activity to spread		
Response Actions			
31	The solution should allow Administrator/Analyst to take actions and track the status of the actions taken on the environment using the console.		
32	The solution should list the response actions taken by the administrator/analyst and the console should show the status of commands sent to targets.		
33	The proposed solution should offer contextually aware response choices for rapid action. Isolate devices, Remote Shell & Remote Custom Script from a single place.		
34	The proposed solution should take actions like isolation on the multiple endpoints at a time		

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35	The solution must provide option to create playbooks to customize and automate the actions within playbooks that helps in speeding up security tasks and investigations.		-
36	The proposed solution should allow the Administrator/Analyst to filter the list of response actions taken, based on the criteria such as: a. Task Status b. Action Type c. Target Type		-
37	The proposed solution be able to connect to a monitored endpoint and execute remote commands or a custom script file for investigation		
38	The proposed solution support secured remote shell connection on target machines for investigation		
39	The proposed solution be able to remotely collect suspicious files on a target endpoint for further analysis		
40	The proposed solution shall restores network connectivity to the endpoint that already applied the Isolate action		
41	The proposed solution should integrate up-to-the-minute intelligence reports from internal and external sources to help identify potential threats		
42	The proposed solution console should gather and integrate curated threat intelligence from internal and external sources.		
43	The proposed solution should integrate up-to-the-minute intelligence reports from internal and external sources to help identify potential threats to your environment but not limited to the following: a. Internal Threat Intel b. Corporate security teams c. Government agencies from Europe and North America d. Information sharing organization e. Security researchers f. Security vendors		
44	The proposed solution console should support automatic sweeping tasks based on the vendor threat intelligence, to identify potential threats in the environment.		

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45	The proposed solution console should support automatic sweeping tasks based on curated intelligence and manual sweeping tasks against custom intelligence to search the environment for IoCs.		
46	The proposed solution console should allow the Administrator/Analyst to manually add IoCs such as File Hashes SHA-1, SHA-256, IP Addresses, Domains, and URL's as part of the custom intelligence.		
47	The proposed solution console should allow the Administrator/Analyst to build custom intelligence by subscribing to 3rd party intelligence feeds using standards such as STIX and TAXII.		
48	The proposed solution should allow auto-sweeping of IOCs based threat intelligence reports.		
Management and reporting			
49	The management console should support Two-factor authentication for logging on to the management console.		
50	The management console should provide option to limit the access to specified IP addresses.		
51	The solution should be able to send alerts/notifications over email and webbooks		
52	The solution should allow the Administrator to create additional user accounts to access the console and should support the configuration of role-access-based controls.		
53	The solution should support SAML-based single sign-on (SSO) using your corporate account credentials.		
54	The solution shall be able to generate, schedule, and view reports based on security data within your environment.		
55	The solution shall provide out-of-box reporting templates to create one-time or recurring reports based on security data within the environment.		
56	The management console should maintain audit logs that provide summaries about user access, app-related actions, setting changes, and other configuration modifications that occurred using the console or APIs.		
Third party integration & API support			

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57	The proposed solution should have API keys to allow third-party applications to access data through authorized accounts.		
58	The proposed solution should have an API integration available to integrate with various SIEM and SOAR tools.		
59	The proposed solution should have the capability to allow integration with 3rd party solutions via API.		
60	The proposed solution should have an API documentation available online to quickly understand the necessary request and response schemas.		
61	The proposed solution should support to integrate with third party threat Intelligence feeds and solution must have Detection and Response and events correlation across endpoint to reduce overall MTTD, MTTR & MTTP for BOI.		

PART 6: BID FORM, PRICE SCHEDULES AND OTHER FORMATS
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FORMAT 6.1.1: BID FORM (TECHNICAL BID)

**(To be submitted by Bidder on company's Letter Head)
(To be included in Technical Bid Envelope)**

Date:

To:

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Sir,

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

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

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

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

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

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

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

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

Dated this day of 2024

(Signature)
(In the capacity of)

(Name)

Duly authorized to sign Bid for and on behalf of _____

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



FORMAT 6.1.2: BID FORM (PRICE BID)
(To be submitted by Bidder on company's Letter Head)
(To be included in Price Bid Envelope)

Date:

To:

The General Manager
Bank of India ,Head Office
Information Technology Department, PNB-BOI
Tower,10th Floor, Star House-3, C-29, G-Block,
Bandra Kurla Complex, Bandra East, Mumbai –
400 051

Sir,

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the captioned solution, in conformity with the said Bidding documents as may be ascertained in accordance with the schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

We understand that you are not bound to accept the lowest or any Bid you may receive.
Dated this day of 2024

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

Classification: **Public**

FORMAT 6.2: NON-DISCLOSURE AGREEMENT
(To be submitted by Bidder on Rs 100 stamp paper)
(To be submitted on bidder letterhead & should be included in Technical bid)

Ref. No.: BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024

This Non-Disclosure Agreement executed on this the ____ day of _____ 2024 at Mumbai by _____ a _____ under the _____ Act, _____, having its registered office at _____, (hereinafter referred to as the **“Consultant” or “ Vendor” or “ Service Provider”**, which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors-in-interest and permitted assigns)

IN FAVOUR OF

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

WHEREAS:

A. The **“Consultant” or “ Vendor” or “ Service Provider”** is engaged in the business of -----.

B. Bank is a prominent nationalized bank, having been founded on September 7, 1906 and having more thanbranches in India and abroad.

C. The **“Consultant” or “ Vendor” or “ Service Provider”** is carrying on business of providing ----- services -----and related services and activities in India, has offered the services to Bank and based on the proposal submitted and the representations and warranties made by the **“Consultant” or “ Vendor” or “ Service Provider”**, the Bank has shortlisted the “Consultant” or “ Vendor” or “ Service Provider” and awarded the contract for ----- and executed an Agreement for ----- between Bank agreeing to provide the deliverables and services stated therein for the Bank and other related tasks.

D. For the purposes of performing the contractual obligations, the Bank needs to disclose and /or deliver certain valuable confidential information to **“Consultant” or “Vendor” or “Service Provider”** and /or Consultant may have access to confidential information of Bank, its customers, clients etc. and that **“Consultant” or “Vendor” or “Service Provider”** shall maintain strict Confidentiality of these Information and use such information only for the purpose of performing the contractual assignment. In pursuance to the -----Agreement dated the **“Consultant” or**

“ **Vendor**” or “ **Service Provider**” shall have to execute a Non Disclosure Agreement in favour of Bank of India.

E. Therefore, in consideration of covenants and agreements contained herein, and intending to be legally bound, the Parties are now desirous of recording the terms of this non-disclosure Agreement as under:

1. CONFIDENTIALITY

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

(b) The “**Consultant**” or “**Vendor**” or “**Service Provider**” acknowledge that in the course of submission of the Proposal and thereafter, the “**Consultant**” or “**Vendor**” or “**Service Provider**” shall be exposed to and/or acquire Confidential Information and the “**Consultant**” or “**Vendor**” or “**Service Provider**” shall not, except as otherwise provided in this Agreement, disclose the Confidential Information to any third party and shall at all times, maintain confidentiality regarding the Confidential Information accessible and/or made available to them, 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. Except as otherwise provided in this Agreement, the “**Consultant**” or “**Vendor**” or “**Service Provider**” shall neither use, nor reproduce for use in any way, any Confidential Information.

(c) The “**Consultant**” or “**Vendor**” or “**Service Provider**” shall ensure that its employees or if it hires another person to assist it in the performance of its obligations, maintain the confidentiality of the Confidential Information in the same manner as the Consultant is bound to maintain the confidentiality.

(d) The “**Consultant**” or “**Vendor**” or “**Service Provider**” do hereby acknowledges that the Confidential Information (in whatsoever form) provided or accessed by the “**Consultant**” or “**Vendor**” or “**Service Provider**” shall be and remain the property of BOI and the “**Consultant**”

or **“Vendor”** or **“Service Provider”** does not acquire by implication or otherwise, any right in or title to or license in respect of the said information.

(e) On completion of the assignment or on termination / expiry of Agreement dated ----- the **“Consultant”** or **“Vendor”** or **“Service Provider”** shall, within ----- days of such completion date / termination, return to BOI or if so permitted by BOI in writing, delete or destroy all copies of Confidential Information and all notes and memoranda (including copies of them) containing Confidential Information in their possession or control, to the extent legally permissible, save to the extent that the Consultant or its representatives are required to retain any such Confidential Information by any competent judicial, governmental, supervisory or regulatory body institution or department of competent authority;

(e) Any publicity by the **“Consultant”** or **“Vendor”** or **“Service Provider”** in which the name of BOI is to be used should be done only with the explicit prior written permission of BOI.

2. TITLE AND PROPRIETARY RIGHTS

Notwithstanding the disclosure of any Confidential Information by the BOI to the **“Consultant”** or **“Vendor”** or **“Service Provider”** the BOI shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trade mark, patents or copy right, or application for the same which are now or thereafter may be obtained by **“Consultant”** or **“Vendor”** or **“Service Provider”** is either granted or implied by the conveying of Confidential Information. The **“Consultant”** or **“Vendor”** or **“Service Provider”** shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trade mark, trade mark notice, copy right notice, confidentiality notice or any notice of any other proprietary right of the BOI on any copy of the Confidential Information, and **“Consultant”** or **“Vendor”** or **“Service Provider”** shall not reproduce any such mark and/or notice on all copies of such Confidential Information. Likewise, the **“Consultant”** or **“Vendor”** or **“Service Provider”** shall not add or emboss its own or any other mark, symbol or logo on such Confidential Information.

3. The **“Consultant”** or **“Vendor”** or **“Service Provider”** is aware that the breach of the provisions of this Agreement by the **“Consultant”** or **“Vendor”** or **“Service Provider”** will cause irreparable loss, damage or loss of reputation of BOI, for which recovery of money damages would be inadequate. Bank will, therefore, be entitled to obtain injunctive relief as well to protect its rights under this Agreement in addition to any and all remedies available to the Bank at law or in equity.

The **“Consultant”** or **“Vendor”** or **“Service Provider”** may disclose Confidential Information to its own employees who are assigned to perform the contractual obligations under the ----- Agreement dated----- only to the extent required for performing their duties under the Agreement dated -----

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4. The Confidentiality Obligation under this Agreement shall be perpetual and survive post termination/ expiry of the Agreement dated -----

The Agreement shall be governed by the laws in India. Any Dispute or claim arising out of or in relation to this Agreement shall be resolved amicably by the Parties within ----- days. In the event the Parties are not in a position to amicably settle any Dispute or claim within the aforementioned ----- days, such Dispute or claim shall be referred to a sole arbitrator who shall be appointed by the parties under mutual consensus and the Arbitration Proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator shall be final and binding on the Parties.

5. The parties further agree as follows:

- (a) The arbitration will be before a sole arbitrator to be appointed by mutual consent of the parties within -----days from the date on which the Request for Arbitration is served by one party upon the other party. In the event the parties fail to agree on the sole arbitrator within ----- days from the date of receipt of the Request for Arbitration from one party to the other party, the parties shall be at liberty to approach the competent court of law at Mumbai for adjudication of disputes.
 - (b) The language to be used in the arbitral proceedings shall be English. All documents submitted in connection with the proceedings shall be in the English language.
 - (c) The seat or legal place of arbitration shall be Mumbai. The governing law shall be Indian law.
6. The agreement shall be governed by the laws in India and the **“Consultant” or “Vendor” or “Service Provider”** agree that Courts/Tribunals in Mumbai alone shall have jurisdiction to try and settle any dispute arising out of this agreement.
7. All stamp duty and other levies on this Agreement shall be borne by the **“Consultant” or “Vendor” or “Service Provider”** only.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement on the day and year first above written.

SIGNED by)
for and on behalf of)
-----)

SIGNED by]
for and on behalf of]
Bank of India]
through its]
authorised representative]
in the presence of _____]

Classification: **Public**

FORMAT 6.3: PRICE SCHEDULE

(To be submitted by Bidder on company's Letter Head)

Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

1. PART I - License Cost with Advanced Endpoint Detection and Response solution


PART I - License Cost with Advanced Endpoint Detection and Response solution (For Domestic and FCBS)					
S.No	Component	Items	Qty.	Unit Cost per year(in INR) (Excluding Taxes)	Total cost (in INR) (Excluding Taxes)
1	Trend Micro Antivirus License Cost	Cost of Perpetual licenses for Components mentioned in RFP clause 3.2.1 with 1 year OEM Warranty/ ATS including Premium Support, management & Comprehensive Maintenance (A1)	6,755		
2	Trend Micro Advanced Endpoint Detection and Response	Cost of Advanced Endpoint Detection and Response mentioned in RFP clause 3.2.1 with 1 year OEM Warranty/ ATS including Premium Support, management & Comprehensive Maintenance (A2)	6,755		
Total License cost (A)=A1+A2					A

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2. PART II – ATS/AMC Cost –For Domestic and FCBS

PART II - Annual Technical Premium Support (ATS/AMC) Cost for Domestic and FCBS				
S.No	Component	Items	ATS/AMC Cost per year (in INR) (Excluding Taxes)	Total cost for 4 years (in INR) (Excluding Taxes)
1	Trend Micro Antivirus License Cost	Annual Technical Premium Support from OEM Trend Micro for existing 55,245 licenses for Components mentioned in RFP clause 3.2.1 including Management & Comprehensive Maintenance. (B1)		
2	Trend Micro Advanced Endpoint Detection and Response solution	Supply integration and installation of Advanced Endpoint Detection and Response for 55,245 endpoints solution for Components mentioned in RFP clause 3.2.1 including Management & Comprehensive Maintenance. (B2)		
S.No	Component	Items	ATS/AMC Cost per year (in INR) (Excluding Taxes)	Total cost for 3 years (in INR) (Excluding Taxes)

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services	
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3	Trend Micro Antivirus License Cost	Annual Technical Premium Support from OEM trend Micro for 6,755 licenses for Components mentioned in RFP clause 3.2.1 including Management & Comprehensive Maintenance. (B3)		
4	Trend Micro Advanced Endpoint Detection and Response	Annual Technical Premium Support from OEM trend Micro for 6,755 endpoints with Advanced Endpoint Detection and Response solution for Components mentioned in RFP clause 3.2.1 including Management & Comprehensive Maintenance. (B4)		
Total AMC/ATS cost B =B1+B2+B3+B4				B

3. PART III – Rate Card Cost for Licenses with Advanced Endpoint Detection and Response

PART III - Rate Card (Discovered Rates will be applicable for 2nd, 3rd & 4 th year Year of Contract)					
Licenses cost - Rate Card					
S.No	Component	Items	Qty.	Unit Cost per year(in INR) (Excluding Taxes)	Total Cost (in INR) (Excluding Taxes)
1	Trend Micro Antivirus License Cost	Cost of Perpetual licenses for Components mentioned in RFP clause 3.2.1 with 1 year OEM Warranty/ATS including Premium Support, management & Comprehensive Maintenance (C1)	3,000		

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2	Trend Micro Advanced Endpoint Detection and Response	Cost of Advanced Endpoint Detection and Response solution mentioned in RFP clause 3.2.1 with 1 year OEM Warranty/ ATS including Premium Support, management & Comprehensive Maintenance (C2)	3,000		
AMC/ATS Cost - Rate Card					
S.No	Component	Items	Unit Cost per year (in INR) (Excluding Taxes)	ATS/AMC Cost per year(in INR) (Excluding Taxes)	
1	Trend Micro Antivirus License Cost	Annual Technical Premium Support from OEM trend Micro for 3,000 licenses for Components mentioned in RFP clause 3.2.1 including Management & Comprehensive Maintenance. (C3)			
2	Trend Micro Advanced Endpoint Detection and Response	Annual Technical Premium Support from OEM trend Micro for 3,000 endpoints with Advanced Endpoint Detection and Response solution for Components mentioned in RFP clause 3.2.1 including Management & Comprehensive Maintenance. (C4)			
Total Rate Contract cost C= C1+C2+C3+C4					

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4. PART IV - ATS/AMC Cost –For RRB

PART IV - Annual Technical Premium Support (ATS/AMC) Cost for RRB				
S.No	Component	Items	ATS/AMC Cost per year (in INR) (Excluding Taxes)	Total cost for 4 years (in INR) (Excluding Taxes)
1	Trend Micro Antivirus License Cost.	Annual Technical Premium Support from OEM Trend Micro for existing 12,500 licenses for Components mentioned in RFP clause 3.2.1 including Management & Comprehensive Maintenance. (D1)		
2	Trend Micro Advanced Endpoint Detection and Response	Supply integration and installation of Advanced Endpoint Detection and Response for 12,500 endpoints solution for Components mentioned in RFP clause 3.2.1 including Management & Comprehensive Maintenance. (D2)		
Total AMC/ATS cost D=D1+D2				D

5. PART V - Facility Management Support (FMS) Cost For RRB

Part V - Facility Management Support (FMS) (Operations Cost) for 4 years					
S No.	FMS Teams	Unit rate per resource month (in INR) (Excluding Taxes) (A)	QTY (B)	Cost for One year (in INR) (Excluding Taxes) (C=A*B*12)	Total cost for 4 years ((in INR) (Excluding Taxes) (D= C*4)
1	L1 for AV Support		2		
2	L2 for AV support		1		
Total Cost Part V (E)					E

6. PART VI – Rate Card for Facility Management Support (FMS) Cost

Part VI - Rate card for FMS for first 3 years			
Resource type	No. of resources	Unit rate per resource per month (in INR)	Total cost per resource per year (in INR)
L1	1		
L2	1		
L3	1		

Important Notes:

- 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 and during entire contract period at the same above quoted rates. If procured, payment will be effective from the date of reporting to bank.
- Bank at its sole discretion, at any time during the contract period can discontinue the onsite FMS support in temporary or permanent basis without citing any reason by giving 30 days' notice and applicable amount, on a pro-rata basis, for the service rendered shall be payable. Subsequently, Bank will not pay any amount till the end of contract.
- FMS Charges as above shall be considered for price evaluation.
- The Unit rate for L1 , L2 and L3 will remain fixed for contract period (in each year).
- Payment of support/services will be done as per calculation of the uptime and deducting applicable penalty for downtime, which is mentioned in the related clause of the RFP.
- The bidders strictly quote in the format and for periods as mentioned above.
- Providing software upgrades in time for the devices supplied by the bidder from the Original Equipment Manufacturer (OEM (IF ANY)).
- The bidder should quote optimum rates of FMS as per the industry standards.

7. Part VII: Total Project Cost

Sr. No	Type	Total Cost (in INR)
1	PART I - License Cost with Advanced Endpoint Detection and Response solution –For Domestic and FCBS	
2	PART II – ATS/AMC Cost licenses with Advanced Endpoint Detection and Response solution –For Domestic and FCBS	
3	PART III – Rate Card for new Licenses with Advanced Endpoint Detection and Response solution	
4	PART IV - ATS/AMC Cost –For RRB	
5	PART V - Facility Management Support (FMS) Cost For RRB	
6	PART VI – Rate Card for Facility Management Support (FMS) Cost	
Total Cost Of The Project (TCO) = Part I + Part II + Part III + Part IV+ PART V+ PART VI in figures		
Total Cost Of The Project (TCO) = Part I + Part II + Part III + Part IV + PART V+PART VI in words		

Note: Lowest bidder (Highest Financial Score) will be declared after the sum of total of format 6.3 Part I, Part II, Part III , Part IV ,PART V & PART VI as tabulated above.

Validity: The prices offered will remain valid for the entire Contract period from the date of issue of Purchase Order.

Important Notes:

- The Rate card is valid for entire period of the contract and Bank at its discretion will procure additional license and component at the same price finalized in Part V of 6.3 price Schedule.
- L1 (Lowest Price Bid) will be declared after examining Total Project Cost.
- Payment of support/services will be done as per calculation of the uptime and deducting applicable penalty for downtime, which is mentioned in the related clause of the RFP.
- The bidders strictly quote the price in the format and periods as mentioned above.
- Providing software upgrades in time for the devices supplied by the bidder from the Original Equipment Manufacturer (OEM).

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



- The Bank reserves the rights to buy for the line items as mentioned above as full or any part thereof. The Bank also reserves the rights to increase the number of any line items mentioned while doing the actual procurement.
- The bidder shall mandatorily attach the detailed Specifications of all Hardware/ Software, Components as above separately in the Technical Bid (Bill of Material, Format 6.13), supported by Technical Literature/ Data sheet/ Product Catalogues/Brochures, etc. This is Mandatory for the bidder.
- Price quoted should be inclusive of all costs, duties, levies, taxes and all other applicable charges excluding GST as applicable in respective State,
- In case of discrepancy between figures and words, the amount in words shall prevail.
- In case of discrepancy between unit price and total price, the unit price shall prevail.
- No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.
- Successful bidder has to submit the OEM support certificate for all Products, Software for releasing the payment. Bank will not release the payment until the certificate from the OEM will be provided to bank.
- Software quoted in this bid should not be END of support during contract period.
- For any item, the price is not quoted or cost is indicated as zero, it will be assumed that the item is provided to the bank at no cost.
- The bidder shall mandatorily attach the detailed Specifications of all Software, Components as above separately in the Technical Bid (Bill of Material, Format 6.13), supported by Technical Literature/ Data sheet/ Product Catalogues/Brochures, etc. This is Mandatory for the bidder.
- Price quoted should be inclusive of all costs, duties, levies, taxes and all other applicable charges excluding GST as applicable in respective State.
- The Annual Maintenance / Technical Support i.e. ATS, offered by the bidder should have a back to back supporting arrangement with the original suppliers or their approved business partners of the hardware or software with necessary documentary evidence thereof produced to the bank.
- The vendor will be responsible for obtaining necessary clearance/approval from the local sales tax authorities (at destination place).

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



- The price quoted, shall be valid for contract period. Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc.
- Price quoted will be inclusive of all taxes, duties, levies charges, etc. and no additional charges shall be payable by the bank. GST/ Service tax payable if any under this contract shall be payable as applicable.

Place:

Date:

Business Address & Email ID:

Office Seal:

Authorized Signatory

Name & Designation:

FORMAT 6.4: BID SECURITY FORM
(To be included in Technical Bid Envelope)

Ref: Your RFP Ref BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024

Whereas (*hereinafter called "the bidder"*) has submitted its Bid dated (*date of submission of Bid*) for the supply of (*name and/or description of the Products/system*) (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*address of bank*) (*hereinafter called "the Bank"*), are bound unto (*name of Purchaser*) (*hereinafter called "the Purchaser"*) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ year _____.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws its Bid during the period of Bid validity specified by the bidder on the Bid Form; or
2. If the bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to The bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ninety (90) days after the period of the Bid validity, i.e. up to _____, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the bidder's Bank)

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

FORMAT 6.5: CONTRACT FORM

Ref: Your RFP Ref. No.: BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024

THIS AGREEMENT made theday of....., 2024. Between
(Name of Purchaser) (hereinafter called "the Purchaser") 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 Purchaser invited Bids for certain Products and services viz.,
..... (Brief Description of Products and Services) and has accepted a Bid by
the Service Provider for the supply of those Products and services in the sum of
..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents of Bid No.: **BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024** 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 Bill of Material;
- c) the Technical & Functional Specifications;
- d) the Terms and Conditions of Contract;
- e) the Purchaser's Notification of Award;
- f) Schedule of Dates, Amounts etc.

3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the Products and services and to remedy defects therein, in conformity in all respects with the provisions of the Contract.

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



4. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the Products and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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:

Note: This is contract template only for bidder reference for bid purpose. The actual contract to be executed will be finalized after incorporation of all clauses, terms and condition of the RFP.

FORMAT 6.6: Format for Performance Bank Guarantee (PBG)

Ref: Your RFP Ref. No.: BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024

Classification: **Public**

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



(Covering Delivery obligations)

NOTE:

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Bank of India, as per the following format.
2. This bank guarantee should be furnished on stamp paper value as per Stamp Act. (Not less than Rs. 500/-).
3. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Bank of India.
4. This Bank Guarantee should be furnished within 30 days from the date of purchase order or the delivery period prescribed in the purchase order whichever is earlier.
5. This Bank Guarantee should be directly sent to the Purchaser by the Issuing Bank under RPAD.

Bank Guarantee No.

Date:

Issued by.....

To,

Bank of India
(As per RFP)
.....

WHEREAS....., having its registered office at..... (hereinafter called the "Service Provider") has undertaken, in pursuance of your RFP Reference No. Ref: Dated for **Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services** for the period specified in the RFP (hereinafter called "the Contract").

2. **AND WHEREAS** it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized Bank for the sum of Rs..... as security for compliance with the Service Provider's performance obligations in accordance with the said Contract.

3. **AND WHEREAS** wehaving our Head Office at..... and a Branch office at..... at the request of the Service Provider issue this Guarantee in your favour guaranteeing the due performance of the Service Provider of the said Contract.
4. We Bank hereby agree and affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a sum of Rs (Rupees in words) and we undertake to pay you the said amounts without demur or objection, upon your first written demand declaring the Service Provider to be in default under the said Contract. We shall pay the said amounts without cavil or argument as aforesaid, without needing to prove or to show grounds or reasons for your demand or the sum specified therein.
5. We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
6. We,_____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Bank of India under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till Bank of India certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Service Provider and accordingly discharges this guarantee. This Guarantee shall be valid up to..... and unless a demand or claim under this guarantee is made on us in writing on or before the..... +6months we shall be discharged from all liability under this guarantee thereafter.
7. We, _____ (indicate the name of bank) further agree with Bank of India that Bank of India shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by Bank of India against the said Service Provider and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider or for any forbearance, act or omission on the part of Bank of India or any indulgence by the Bank of India to the said Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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8. This guarantee will not be discharged due to the change in our constitution or of the Service Provider.
9. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency.

Notwithstanding anything contained hereinabove,

- (a) Our liability under this bank guarantee shall not exceed Rs. ... (Rupees ... Only)
- (b) This bank guarantee shall be valid up to
- (c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and if you serve us a written claim or demand at On or before

Executed at..... on this the Day of

Signature and Seal of Guarantors (Service Provider's Bank)

.....
Date.....

.....
Address:
.....

**FORMAT 6.7 BANK GUARANTEE FOR ADVANCE PAYMENT
(Not Applicable in this RFP)**

FORMAT 6.8: MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

(To be submitted by OEM on company's Letter Head)

No. _____

Date:

To:

Dear Sir:

Ref: Your RFP Ref. No.: BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024

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 Service Provider:

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

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source codes and specifications of the Products shall be provided to bank at no cost, if requested for ensuring business continuity.

- (f) We duly authorize the said firm to act on our behalf in fulfilling all scope, Technical support and maintenance obligations required by the contract.
- (g) In case, the bidder/supplier fails /unable to deploy the solution/ solution(s) in the stipulated timeline of RFP, we, OEM, undertake to deploy the solutions with an alternate arrangement/partner, in line with the deployment methodology as proposed by bidder, as per terms and conditions of the contract, without any additional cost to bank and within balance contract commercials. Thereafter, support will be provided for contract period without any additional cost to bank.

Further, in case of disruption in support from the bidder, the OEM undertakes to ensure the support during the contract period, as per terms and conditions of the contract, without any additional cost to bank and within contract commercials.

Yours faithfully,

Authorized Signatory
(Name of OEM (IF ANY)/ Producers)
Note:

- 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 (IF ANY) / all OEM (IF ANY) s of the solutions offered by the bidder under this RFP.

FORMAT 6.9: PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL COMMISSIONING OF THE SOLUTION

No.

Date:

M/s.

RFP Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

Sub: Certificate of commissioning of Solution

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 Service Provider has fulfilled his contractual obligations satisfactorily*

or

The Service Provider has failed to fulfil his contractual obligations with regard to the following:

(a)

(b)

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(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 Service Provider 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:

- (h) The Service Provider has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.
- (i) The Service Provider 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.
- (j) Training of personnel has been done by the Service Provider as specified in the contract.
- (k) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Service Provider, the extent of delay should always be mentioned

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FORMAT 6.10: ORGANISATIONAL PROFILE
(To be submitted by Bidder on company's Letter Head)

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

RFP Ref. No.: BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024

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

Note: Please support the above facts with documentary evidence. Enclose copies of Audited Balance Sheet along with enclosures Please also attach Income-Tax Clearance Certificate (latest), Referral Letters from Clients mentioned above.

Signature of The bidder: _____

Name: _____

Place: _____

Business address: _____

Date: _____

Classification: **Public**

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



FORMAT 6.11: SERVICE SUPPORT DETAILS FORM

(To be submitted by Bidder on company's Letter Head)

Date-

To:
The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP For Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services.

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

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:

Classification: **Public**

**FORMAT 6.12: FORMAT FOR BANK GUARANTEE AGAINST ANNUAL MAINTENANCE
(ON NON-JUDICIAL STAMP PAPER OF Rs. 100 VALUE)**

**Reg.: RFP for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints
Detection & Response solution and Annual Technical Support for EndPoint along
with Facility Management Services**

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

Bank Guarantee No.:

Date:

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

Whereas (Name of the Service Provider) hereinafter called "the Service Provider" 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 Service Provider shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Service Provider's performance obligations under the contract for Annual Maintenance and Repairs of the entire system for next five years (3 years warranty period plus 2 years maintenance for Hardware and 1 year warranty period plus 4 years maintenance for Software).

AND WHEREAS we have agreed to give the Service Provider a Guarantee.

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you on behalf of the Service Provider, up to a total of Rs. (Amount of guarantee in words and figures) being 10% of the Contract Price and we undertake to pay you, upon your first written demand declaring the Service Provider 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. Service Providers 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 6.13: BILL OF MATERIAL

(To be submitted by Bidder on company's Letter Head)

(To be included in Technical Bid)

To,

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Dear Sir:

Ref: Your RFP Ref. No.: BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024

A) The Bidder should provide Bill of Material for entire Solution.

Sr. No	Description	Make	Model	Quantity

We confirm that, the quoted Bill of Material (BOM) is in compliance of all RFP terms and conditions. If it is found that "BOM" is not in compliance of any/all of the terms and conditions, at any moment, the Bank as it discretion, may reject the bid / terminate the contract without any prior notice to the bidder.

Signature of Bidder: _____

Name: _____

Business Address: _____

Place:

Date:

FORMAT 6.14: UNDERTAKING FOR SUPPORT SERVICES

(To be submitted by Bidder on company's Letter Head)

To:

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051.

Gentlemen,

Ref: Your RFP Ref. No.: BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024

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 99.95 % on monthly basis for the entire/core solution proposed.

Dated this day of 2024

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

FORMAT 6.15: COMPLIANCE STATEMENT

(To be submitted by Bidder on company's Letter Head)

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



To,

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Gentlemen,

Ref: Your RFP Ref. No.: BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024

We certify and agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP.

Deviations if any –

Main RFP / Annexure/Format No.	Clause / Sub Clause No.	Deviation	Specific Page no. of the Response

Signature of Authorized signatory with seal

Place:

Date:

Note: There should not be any deviations in the solution proposed by the bidder. Bidder has to give his response by writing 'NIL' in the statement. It shall be deemed that there is no deviation, irrespective of the fact whether any mention in the bid document anywhere.

FORMAT 6.16: CONFIRMITY TO ELIGIBILITY CRITERIA

Classification: **Public**

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



(To be submitted by Bidder on company's Letter Head)

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

S. No.	Eligibility Criteria	Compliance (Y/N)	Supporting Document Required
1.	<p>The bidder must have GST registration number and should be a registered company in India as per Companies Act 1956 / 2013 and must be in existence for the last 5 years on the date of RFP. The Certificate of Incorporation issued by the Registrar of Companies along with the copies of Memorandum and Articles of Association have to be submitted along with the technical bid.</p> <p>Note – In case of MSEs only, criteria may be relaxed as per GOI/Bank guidelines subject to meeting the quality and technical specifications.</p>		<p>Documentary Proof to be attached (Certificate of Incorporation issued by Registrar of Companies). AOA, MOA to be attached.</p>
2.	<p>The Bidder must have minimum average annual turnover of Rs.200 Crores for each of the last three (3) financial years, i.e. FY 2020-21, FY 2021-22 and FY 2022-23. The bidder should also be in net profit after tax or positive net worth during these three financial years (Certified / Audited Balance Sheets and P&L statements for the last 3 financial years should be submitted in support of the turnover and profitability). The Bidder should submit a Certificate from their Chartered Accountants regarding their financial capability having details of Turnover, Profit, Net worth etc.</p> <p>Note – In case of MSEs only, the turnover may be relaxed as per GOI/Bank guidelines subject to meeting the quality and technical specifications.</p>		<p>Audited Financial statements for the financial years FY 2020-21, FY 2021-22 and FY 2022-23. Certified letter from the Chartered Accountant. The CA certificate showing details of Turnover, Net Profit & Net worth should be submitted in this regard should be without any riders or qualification. Balance Sheet, P&L statements and Cash Flow statements of respective year also to be submitted.</p>

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services




3.	<p>The bidder should be the highest / premium level partner/ authorized partner of OEMs with an authority to sell and upgrade the proposed component as on the date of RFP. Relevant Certification to be attached with the bid document. The Bidder needs to submit Manufacturer Authorization Form (MAF), having reference to this RFP, from respective OEMs stating that bidder is authorized partner/ System Integrator of OEM and is authorized to participate in this RFP.</p> <p>The bidder must submit a letter from the OEM confirming the “Back-to-Back” agreement / arrangement for next 5 years to Bank of India, if the contract is awarded to the bidder.</p>		<p>Bidder Needs to submit Manufacturer Authorization Form (MAF) from respective OEMs and Authorization letter from the respective OEMs confirming the highest / premium level partner/ authorized partner with an authority to sell.</p>
4.	<p>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 stated herein the RFP..</p>		<p>Letter of confirmation (self-certified letter signed by authorized official of the bidder) Format 6.22</p>

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5.	The bidder should have experience in implementation/management of Antivirus projects in PSU/BFSI segment having at least 25000 end points in the last 3 years. The bidder should submit proof of implementation along with Purchase Orders and a letter from user organization mentioning successful implementation / migration along with staff strength. POCs done will not be treated as experience of the Bidder.		Documentary evidences to be attached (Copy of purchase order/work order & satisfactory installation report, Sign off report)
6.	The bidder should not have been blacklisted by Public Sector/Private Sector Bank in India in the past or present. A self-declaration letter by the bidder, on the Company's letterhead should be submitted along with technical bid.		Certificate from Authorized Officer of Company.
7.	The bidder should have support center/TAC (Technical Assistance Center) center in Mumbai, Bengaluru, Delhi region and other places in India. Bidder should be well-equipped and provide 24x7x365 support to the Bank unconditionally.		Self-certified letter signed by authorized official of the bidder mentioning address of direct support offices.
8.	The bidder has to submit Integrity Pact (IP) duly signed by authorized signatory as per the format "Format 6.18" mentioned in the RFP, on stamped paper at the time of bid submission. The bid shall be liable for rejection in case of non-submission of IP. (Format 6.18).		Duly Signed Integrity Pact on Stamp Paper
9	In the response to the RFP, OEM (in individual capacity) and OEM with bidder cannot bid simultaneously i.e. either OEM (Original Equipment Manufacturer) in individual capacity or OEM with bidder i.e. their authorized distributor/partner in India can bid in the RFP. In case, both OEM (in individual capacity) and OEM with bidder		Bidder/OEM undertaking is required

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services	
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	submit the bids, the bid submitted by OEM (in individual capacity) will be considered.		
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FORMAT 6.17 BUSINESS RULES, TERMS & CONDITIONS OF REVERSE AUCTION

(To be submitted by Bidder on company's Letter Head)

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

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 The bidders to participate in Reverse Auction:

- 1) The 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. The 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) The 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 The 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 the bidders, without assigning any reasons therefor.

E) Bidding Currency:

Bidding will be conducted in Indian Rupees (INR).

F) Start Price:

Bank will determine the Start Price for Reverse Auction –

- 1) On its own and / or;
- 2) Evaluating the price band information called for separately from each eligible bidder at appropriate time and / or;
- 3) Based on the price bids received and if opened, Bank may determine the start price on the basis of the lower quote received.

Classification: **Public**

G) Decremental Bid Value:

- 1) The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price or both whichever is higher.
- 2) The bidder is required to quote his bid price only at a decremented value.
- 3) The 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 The bidders etc., and finally conduct of Reverse Auction.
 - 3) The 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 bidder's 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 the 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 the bidders, Service Provider will enter into an agreement with each eligible bidder, before the start of Reverse Auction event. Without this, the bidder will not be eligible to participate in the event. The format of the agreement is as per the Annexure-C.
- 6) The bidders name will be masked in the Reverse Auction process and will be given random dummy names by the Service Provider.
- 7) The bidder / his authorized representatives will be given unique Login ID & Password by Service Provider. The 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:
- i) The bidder can take the advantage of Auto Bid facility available in Reverse Auction system. Auto Bid feature allows the 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 The bidder submits a new offer.
- ii) Auto Bid facility can be used by the bidder only once. The bidder can at no point of time during the course of the Reverse Auction, revise / delete his Auto Bid price. The 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, 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 the 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 bidder directly quotes the same price as the lowest price which 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 The 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) The 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 / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

I) Reverse Auction Process:

- 1) At the end of Reverse Auction Event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
- 2) Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. successful bidder.
- 3) Successful bidder has to fax the duly signed filled-in prescribed format (Annexure-B) as provided on case-to-case basis to Bank within 4 hours of Reverse Auction without fail. The Original Signed Annexure-B should be couriered so as to reach us within 48 hours of Reverse Auction without fail.
- 4) Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of bidder/vender to conduct business with Bank as per prevailing procedure.
- 5) Successful bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 3 working days without fail.
- 6) Successful bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such bidder and / or forfeit the Bid Security amount, debar him from participating in future
- 7) In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank's standard practice.

J) The bidder's Obligation:

- 1) The bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / bidders
- 3) The 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.

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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. BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024
For _____**

=====

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.

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- 9) We will give break-up of our last / lowest bid price as per Bill of Material at the end of Reverse Auction event within 48 hours without fail.
- 10) We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.
- 11) We nominate our official Shri _____ Designation _____ of our company to participate in Reverse Auction. We authorize Bank to issue USER ID & PASSWORD to him. His official e-mail & contact number are as under –

E-mail:

Mobile:

Signature with company seal:

Name of Authorized Representative:

Designation:

E-mail:

Mobile:

Tel. No:

Fax No.:

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Annexure-B

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

To,
Bank of India

Date: -----

Sir,

**Final / Lowest Bid Price quoted in Reverse held on _____
in respect of Tender / RFP Ref. No. BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024
For _____
=====**

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 figures): _____

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 forfeit the Bid Security amount and / or debar him from participating in future
- 3) We are bound to supply at the above final bid price of Reverse Auction.
- 4) We note that in case of back out or not supply as per the above rates quoted by us, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar him from participating in future

Signature with company seal:
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's letter head and sign, stamp before faxing to Service Provider)

To
(Name & Address of Service Provider)

Sub: Agreement to the Process related Terms and Conditions For the Reverse Auction

Dear Sir,

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

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that _____(Bank) and _____(Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize _____(Service Provider) to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either _____(Bank) or _____(Service Provider) regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that _____(Service Provider) may bid on behalf of other bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure B as requested by _____(Bank) / _____(Service Provider) within the stipulated time.

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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 –

FORMAT 6.18 PRE-CONTRACT INTEGRITY PACT

(To be submitted by Bidder on Rs 600 stamp paper)

PRE-CONTRACT INTEGRITY PACT
BETWEEN
BANK OF INDIA
AND

.....
General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of..... 2024, between, on one hand, the Bank of India acting through Shri..... , Designation of the Officer (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in officer and assigns) of the First Part and M/s. represented by Shri Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) award the contract and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudice dealings prior to, during and subsequent to the currency of the contract entered into with a view to :-

Enabling the BUYER to obtain the desired said stores / equipment / work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such officials(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in

exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufactures / integrator / authorized government sponsored export entity of the stores / supplier and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER nor has any amount been paid promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in

any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount ____ as specified in the RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments

- (i) Bank draft or a Pay Order in favour of
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur

whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument as specified in the RFP.

5.2 The Earnest Money / Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period / Defect liability period.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No Interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

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

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

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

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

(iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fail Clause

- 7.1 The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with

due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent external Monitors

- 8.1 There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation and with approval of the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties hereby sign this Integrity Pact at on

BUYER

Name of the Officer

Designation

Bank of India

BIDDER

Name of the Officer

Designation

Witness

1

2

Witness

1

2

FORMAT 6.19 - UNDERTAKING OF INFORMATION SECURITY COMPLIANCE

(To be submitted by Bidder and OEM on company's Letter Head)

To:

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Sir,

Reg.: RFP for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) during entire contract period. If, any case reported, to be fixed by the bidder without any additional cost to the bank on immediate basis.

Yours faithfully,

Signature of Bidder: _____

Name: _____

Business address: _____

Place:

Date:

FORMAT 6.20 – KNOW YOUR EMPLOYEE (KYE) COMPLIANCE

(To be submitted by Bidder on company's Letter Head)

To:

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Sir,

Reg.: RFP for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

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

**FORMAT 6.21 – UNDERTAKING OF AUTHENTICITY OF SOLUTION
(HARDWARE AND SOFTWARE)**

(To be submitted by Bidder on company's Letter Head)

To,

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

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 OEM (IF ANY)s 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 (IF ANY) Service Provider in support of above undertaking at the time of delivery / installation. It will be our responsibility to produce such letters from our OEM (IF ANY) Service Provider's at the time of delivery or within a reasonable time.

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



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 BOI Antivirus Solution without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM (IF ANY) 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 6.22: SELF-DECLARATION OF NON-BLACKLISTING

(To be submitted by Bidder on company's Letter Head)

Date:

To,
The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Dear Sir:

Reg.: RFP for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

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 stated 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 6.23: ESCALATION MATRIX OF ALL VERTICALS

(To be submitted by Bidder on company's Letter Head)

(To be kept in the Technical Proposal Envelope)

Reg.: RFP for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

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

Sr.	Particulars	Level-1 Escalation	Level-2 Escalation	Level-3 Escalation
1		Name: Phone No: Cell No: Email :	Name: Phone No: Cell No: Email :	Name: Phone No: Cell No: 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.

FORMAT 6.24: UNDERTAKING OF EXPERIENCE OF INSTALLATION AND SUPPORT OF PROPOSED SOLUTIONS

(To be submitted by Bidder and OEM on company's Letter Head)

To:

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Sir,

Reg.: RFP for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

We hereby undertake that we (in case of OEM (IF ANY)) / 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 (IF ANY)/bidder_____

Name: _____

Business address: _____

Place:

Date:

**Request for Proposal for Renewal/ Procurement
of Trend Micro Licenses, Advanced Endpoints
Detection & Response solution and Annual
Technical Support for End Point along with
Facility Management Services**



**FORMAT-6.25: UNCONDITIONAL ACCEPTANCE OF THE TERMS & CONDITIONS
OF THE RFP**

(To be submitted by Bidder on company's Letter Head)

Date:

To:

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Ref: Your RFP Ref. No.: BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024

Sir/Madam,

This is to confirm that we unconditionally accept all the terms and conditions
as mentioned in the said RFP including all addendum/amendment/
corrigendum floated for Bank of India pertaining to this RFP Ref. No. **BOI: HO:
IT: RFP/AV:2090 Dated: 05.02.2024**

Authorized Signatory

(Name)

Designation

Seal/Stamp of the Contractor

Date:

FORMAT-6.26: SOFTWARE/SOLUTIONS INTEGRITY CERTIFICATE

(To be submitted by Bidder and OEM on company's Letter Head)

Date:

To:

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

INTEGRITY STATEMENT

This is to certify that our product, Version: (Hash Value), developed by and a copyright of Follows standard secure coding practices and has been tested and certified for the following checks:

- i. That the application has undergone the required level of unit, system, stress and volume tests and is free of any obvious bugs.
- ii. That the software is tested with anti-virus/anti-malware software and is free of any known virus/malwares at the time of sale.
- iii. That the application is free of any covert channels in the code being provided and subsequent modifications to be done on them.
- iv. We have evaluated the cryptographic implementation and have ensured that only cryptographic modules based on authoritative standards and reputable protocols are used.

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



- v. We confirm that Source code testing is carried out on application source code (to identify and detect security threats and weaknesses in its systems) and there are no OPEN vulnerabilities.
- vi. We confirm that Application Security testing is carried out for application (to identify and detect security threats and weaknesses in its systems) and there are no OPEN vulnerabilities.
- vii. We confirm that we are conducting secure coding training programs for our software developers/testers on periodical basis.

We also confirm that the above practices will be met by us for all the changes that we make in the application/ module on a regular basis.

Authorized Signatory

Date:

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



FORMAT-6.27: UNDERTAKING FOR SOURCE CODE AND APPLICATION SECURITY TESTING

(To be submitted by Bidder and OEM on company's Letter Head)

Date:

To:

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

We hereby undertake that our product has undergone following-

- i. Source code audit (Comprehensive analysis of source code for discovering bugs and security breaches and its compliance) has been done by..... (Name of Consultant).The summary on compliance /clearance of the same is attached with technical bid.
- ii. The solution has undergone SAST/DAST/IAST for application security testing and clearance /compliance of the same has been obtained from..... (Name of the firm). The same is in compliance of RBI guidelines (and its amendments) and best industry standards.
- iii. For any version change/upgrade, the solution undergone and cleared on both of above i.e. Source Code Audit and SAST/DAST/IAST for application security testing.

We also confirm that the above practices will be met by us for all the changes that we make in the application/ module on a regular basis during contract time.

Authorized Signatory (Service Provider/OEM (IF ANY))

Name-

Designation-

Place:.....

Date:

Classification: **Public**

FORMAT-6.28: PROJECT PLAN

(To be submitted by Bidder on company's Letter Head)

Date:

To
The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

We hereby attach the Comprehensive Project Plan (as per project management standards) along with this format in two parts-

- i. Project Plan/Design/Architecture
- ii. Project Implementation Plan (Solution Design, Architecture, Rollout and Installation)
- iii. Solutions Support Plan (post implementation)

We also confirm that the above project management practices will be met by us for all the changes that we make in the application/ module on a regular basis.

Authorized Signatory

Name-
Designation-
Place:.....
Date:

FORMAT 6.29: CHECKLIST

(To be submitted by Bidder on company's Letter Head)

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

The bidder shall confirm whether following are submitted in their bid. The bidder shall indicate the page no. at which the details asked below are furnished, otherwise, bid is liable for rejection.

S. No	DETAILS	SUBMITTED (Yes/No)	Page No. at which details are enclosed
1.	Bids in two parts in English, sealed and super scribed (2 copies - one original and one photocopy).		
2.	Bid is filed in proper capacity files. Original and Photocopies are filed in separate files. Photocopy is complete.		
3.	Cost of RFP (non-refundable), if downloaded from the Bank's Website & Earnest Money Deposit (EMD) Submitted in eligibility & Technical BID (Part- I).		
4.	Non-disclosure agreement as per format 6.2 submitted.		
5.	Manufacturers'/producers' authorization form as per format 6.8 submitted.		
6.	Organizational profile as per Format 6.10 submitted.		
7.	Service Support Details Form as per format 6.11 submitted.		

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



8.	Bill of Material as per format 6.13 submitted.		
9.	Undertaking for support services as per Format 6.14 submitted.		
10.	Duly filled and signed compliance statement in Format-6.15.		
11.	Conformity to eligibility criteria per Format 6.16 submitted.		
13.	Pre-contract integrity pact as per format 6.18 (Duly Signed by Authorized Signatory and Witness).		
14.	Information security compliance as per format 6.19 submitted.		
15.	Know your employee Compliance as per format 6.20 submitted.		
16.	Authenticity of hardware and software as per format 6.21 submitted.		
17.	Self-declaration of non-blacklisting as per format 6.22 submitted.		
18.	Escalation matrix as per format 6.23 submitted.		
19.	Experience of installation and support of proposed solutions as per format 6.24 submitted.		
20.	Unconditional acceptance of all clauses, terms and conditions of RFP (Format clause 6.25).		
21.	Soft Copy of Technical bid and Price bid in MSWORD /MS – Excel format submitted in Pendrive.		

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



22.	Bids Submitted complying all parts as per Clause-3 Section B.		
23.	Whether the Bid is authenticated by authorized person (Name and designation).		
24.	Address of Office on which order has to be placed.		
25.	Bank and Bidder's scope, deliverable and responsibilities during warranty.		
26.	All the pages are numbered properly.		
27.	All pages are authenticated by sign and seal (Full signature to be affixed and not initials). Erasures/Overwriting/Cutting/Corrections authenticated. Certification/Undertaking is authenticated.		
28.	The Annual Reports and Audited Balance Sheets, Company details and Capabilities submitted.		
29.	Details of service support and response time as per this RFP.		
30.	Price bid as per the clause 3 submitted.		
31.	Whether replica of price Bid is enclosed in Technical Bid masking price.		
32.	Validity of the bid for 3 months from the date of opening of the financial bid.		
33.	Support offered for 4 years on 24 hours basis on 365 days. (I.e. 24 * 7 * 365 basis).		

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



34.	Call log in Procedure, Preventive and Break down/Corrective Maintenance, Monitoring during warranty and AMC Period.		
35.	Software Integrity Certificate as per format 6.26 submitted.		
36.	Source code and application security testing as per format 6.27 submitted.		
37.	Project Plan as per format 6.28 inline to fulfilling the Scope of the RFP.		
38.	Project plan and checklist as per format 6.28 & format 6.29 respectively submitted.		
39.	Service references as per format 6.31 submitted.		
40.	Local content certificate as per format 6.32		
41.	All other formats 6.34, 6.35, 6.36, 6.37, 6.38 as per RFP submitted.		

FORMAT 6.30: FORMAT FOR SUBMISSION OF PRE-BID QUERIES

(To be submitted by Bidder on company's Letter Head)

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

SR. No	RFP Page No.	RFP Clause No	RFP Clause	Clarification

Note-The bidder shall submit his queries in the above mentioned format strictly in excel sheet before last date of submission of pre-bid queries.

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



FORMAT 6.31: SERVICE REFERENCES
(To be submitted by Bidder on company's Letter Head)

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

Sr.	Service Rendered	Reference 1		Reference 2		Reference 3	
1.		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	
2.		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	
3.		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	
4.		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	
5.		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	

FORMAT 6.32: FORMAT FOR LOCAL CONTENT

**(To be submitted by Bidder on company's Letter Head)
CERTIFICATION FOR LOCAL CONTENT**

To:

Date:

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Dear Sir,

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

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-PP (BE-II) dated May 29, 2019.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Countersigned by the bidder:

Bidder- (Authorized Signatory)

FORMAT 6.33: Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

(To be submitted by Bidder on company's Letter Head)

To:

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Dear Sir,

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

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 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.
- 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.

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



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 23rd 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;

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



- (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

Authorized Signatory

M/s-----

Signature and Name
Seal of the Bidder

*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

**FORMAT 6.34: UNDERTAKING FOR COMPLIANCE
(To be submitted by Bidder on company's Letter Head)**

To:

Date:

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

We hereby undertake the following-

- i. The bidder has arrangements/back to back tie-ups with respective OEMs to undertake all software upgrades / modifications necessary to conform to any changes or modifications required by the Bank and in compliance of RBI/ regulatory compliance (in time bound manner), from time to time, during the contract period.
- ii. The proposed solution is in adherence to the statutory guidelines and its subsequent amendments (in present and in future).
- iii. Mandatory Compliance of EASE reforms requirement as per GOI.
- iv. We undertake to make all software upgrade / modifications necessary to conform to any changes or modifications required by the Bank, from time to time.
- v. We will not violate any intellectual property Rights

We confirm for compliance of all above points during the entire contract period at no additional cost.

Authorized Signatory (Service Provider/OEM (IF ANY))

Name-

Designation-

Place:.....

Date:

Classification: **Public**

FORMAT 6.35: UNDERTAKING FOR LABOUR LAW

(To be submitted by Bidder on company's Letter Head)

To:

Date:

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

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:

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



**FORMAT 6.36: UNDERTAKING FOR DATA PROTECTION ACT
(To be submitted by Antivirus Service Provider on company's Letter Head)**

To:

Date:

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services

Ref. No.: BOI: HO: IT: RFP/AV:2090

Dated: 05.02.2024

We, M/s _____ undertake that we shall abide by Data Protection Act of Govt. of India, IT Act and its amendments carried out by Govt. of India from time to time. The required related documents will be submitted, if required during the contract period.

Authorized Signatory

Name-

Designation-

Place:.....

Date:

**FORMAT 6.37: UNDERTAKING FOR RATE CONTRACT
(To be submitted by Bidder on company's Letter Head)**

Date:

To:

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services

Ref. No.: BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024

We, M/s _____ undertake that rates quoted for components and support services in Price Schedule, Part V of RFP clause 6.3 shall be fixed for a period of minimum three years and shall be binding for the period of Contract. The required related documents will be submitted, if required during the contract period.

Authorized Signatory

Name-

Designation-

Place:.....

Date:

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



FORMAT 6.38: NPA UNDERTAKING
(To be submitted on the Company's Letter Head)

To,

Date:

The General Manager
Bank of India ,Head Office
Information Technology Department,
PNB-BOI Tower,10th Floor, Star House-3,
C-29, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Sub: RFP for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for EndPoint along with Facility Management Services

Ref BOI: HO: IT: RFP/AV:2090

Dated 05.02.2024

Sir/Madam,

We _____ (Bidder's Name), hereby undertake that-

1. We don't have NPA with any Bank in India
2. Further, we do not have any case pending with any organization across the globe which affects our credibility to service the Bank

Yours faithfully,

Authorized Signatory

Designation

Bidder's Corporate Name

Stamp:

Request for Proposal for Renewal/ Procurement of Trend Micro Licenses, Advanced Endpoints Detection & Response solution and Annual Technical Support for End Point along with Facility Management Services



**FORMAT 6.39: BANK / PAYMENT DETAILS FROM BIDDER
(To be submitted by Bidder on company's Letter Head)**

Ref. No.: BOI: HO: IT: RFP/AV:2090 Dated: 05.02.2024

(Please note to mention RFP Ref. No./Name in particulars while remitting of funds) (Also please fill and include this Format in eligibility bid, if Cost of Bid amount has been deposited through NEFT/RTGS)

Sr. No.		
Bidder's Bank details		
Name of Bidder's account		
Account No.		
Name of Bank		
Branch		
IFSC Code		
Bidder's contact Nos.		
Bidder' email id:		
Details of payment of Cost of Bid Document		
1	Cost of Bid Document	₹ 50,000/-
Date of NEFT		
NEFT Transaction details (UTR)		
Sender details		
In case of transfer of funds from Bank of India account		
Particulars of Transaction ID		
Date		
Account No.		
2.	Cost of Bid document	₹ 50,000/-

PART 7: OTHER TERMS AND CONDITIONS (OTC)

7.1	Bid Validity Up to	3 months, from the date of opening of the financial bid.
7.2	Period within which Performance Security or Amendment thereto is to be submitted by the Successful bidder upon notification of Award of Contract	21 days
7.3	Period of Performance Contract	Five (5) years
7.4	Performance Security Amount	10% of Amount of Contract value
7.5	Warranty support period for the entire Solution	12 months from date of user acceptance
7.6	User Acceptance tests	Refer: Clause 4.7
7.7	Period within which Supplier to resolve issues after having been notified of the same	4 hours
7.8	Required period of validity of the Performance Security /Bank guarantee	4 years with three months claim period post validity
7.9	Period within which Bank will return the Performance Security subject to terms mentioned in clause 4.4	On request after ending the claim period
7.10	Minimum AMC/ATS commitment required for equipment offered to the Bank	4 years (1 years warranty plus 3 years AMC/ATS for the solution.
7.11	Period within which Products / Services under the Contract are to be installed/commissioned from the Date of signing of Contract	As defined in Purchase Order (PO).
