Bank of Baroda

Request for Proposal for Supply, Implementation and Maintenance of Network Access Control (NAC) Solution

Bank of Baroda
11th December 2018
RFP Reference: BCC:CISO:110:110:256

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	11th December 2018
2	RFP Coordinator Name, Contact details (Bank)	1. Mr. Ramesh Gurram, Chief Manager (Information Security) 2. Contact No. - 022-66985791 / 5274 3. Email: isd.bcc@bankofbaroda.co.in 4. Postal Address: The Chief Manager (Information Security), Bank of Baroda, C-34, G-Block, BCC, 2nd Floor, BKC, Mumbai – 400051
3	Last date of submission of any queries and Last date for reporting any error, omissions or faults in the RFP document	5:00 PM on 20th December 2018
4	Pre–bid Meeting date / venue	3:00 PM on 31st December 2018 at Bank of Baroda, Baroda Corporate Centre, Bandra Kurla Complex, Mumbai – 400051
5	Last Date of Submission of RFP Response (Closing Date)	3:30 PM on 7th January 2019 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051
6	Eligibility Cum Technical Bid Opening Date	4:00 PM on 7th January 2019 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051
7	Commercial Bid	The commercial bids of only those Bidders who qualify in eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
8	Application Money	Rs. 10,000/- (Rupees Ten Thousand only)
9	Bid Security (Earnest Money Deposit)	Rs. 5,00,000/- (Rupees Five Lakhs Only)

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'

2. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document

3. RFP means the Request For Proposal document

4. Proposal, Bid means "Response to the RFP Document"

5. Tender means RFP response documents prepared by the Bidder and submitted to Bank of Baroda

6. DC means Data Center site

7. DR means Data Recovery Site

8. NAC refers to 'Network Access Control' Solution

9. OEM means Original Equipment Manufacturer

Confidentiality:

Table of Content

Request for Proposal for Supply, Implementation and Maintenance of Network Access Control (NAC) Solution

1. Introduction

1.1 Introduction and Disclaimer

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to select a Vendor for Supply, Implementation and Maintenance of Network Access Control Solution. The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

1.2 Information Provided

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

1.3 For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") i.e. Government Organization / Public Sector Undertakings (PSU) / Limited Company or a partnership firm and no other person or organization.

1.4 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written

consent of the Bank.

1.5 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the 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, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.6 Costs Borne by Respondents

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.

1.7 No Legal Relationship

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

1.8 Recipient Obligation to Inform Itself

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

1.9 Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of 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 or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied

on any idea, information, statement, representation, or warranty given in this RFP document.

1.10 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications as specified in Section 2.6.

1.11 Standards

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

1.12 Acceptance of Terms

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

2. RFP Response terms

2.1 Lodgment of RFP Response

2.1.1 Application Money

Application Money as mentioned in "**[A] Important Dates –Application Money"** by way of Bankers Cheque/Demand Draft/Pay Order Favoring Bank of Baroda, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any Bidder where application money has not been furnished with RFP response.

2.1.2 RFP Closing Date

RFP Response should be received by the officials as indicated in "**[A] Important Dates – Last Date of Submission of RFP Response (Closing Date)"** as per the details given in this Section.

2.2 Registration of RFP Response

Registration of RFP response will be affected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

2.3 Late RFP Policy

RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

2.4 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP opening date. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected Bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.

2.5 Contract period

The Contract with the selected Bidder will be valid for a period of 5 years. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Bidder.

2.6 Requests for Information

Recipients are required to direct all communications for any clarification related to this RFP to **RFP Coordinator**.

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "**[A] Important Dates**" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. All queries / clarifications requested must be addressed in the format as per Annexure 06 – Comments Format only.

The Respondent must communicate the same in writing on or before last date of receiving request for clarification as per details given in RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. However, the Bank will not answer any communication initiated by the Respondents later than date given in "**[A] Important Dates–Last Date of Written Request for Clarifications Before the Pre-bid Meeting**"

However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their email address (es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes

to improve or clarify any response.

2.7 Notification

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

2.8 Disqualification

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

2.9 Language of Tender

The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English language only.

2.10 Formats of Bids

The Bidders should use the formats prescribed by the Bank in the tender for submitting both technical and commercial bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the Bidders have rendered their services for execution of similar projects.

2.11 Timeframe

The timeframe provided in point "**[A] Important Dates**" above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

2.12 RFP Response Submission Details

Eligibility Cum Technical and Commercial bids shall be submitted in separate sealed sub-envelopes super scribing:

a) "**ELIGIBILITY CUM TECHNICAL BID FOR BANK OF BARODA – RFP FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF NETWORK ACCESS CONTROL (NAC) SOLUTION – TENDER REFERENCE NO. …….. SUBMITTED BY ………. ON ……….. AT MUMBAI, DUE DATE ……**
   BIDDER DETAILS:
   NAME ……………, EMAIL ADDRESS …………, CONTACT NUMBER ………" on the top of the sub-envelope containing the eligibility cum technical bid. The

envelope should also have the Application Money Demand Draft / Banker's Cheque as per 2.1.1 and the as per 2.13. This sub-envelope should have hard copy and CD of Eligibility and Technical Bid Content.

b) "**COMMERCIAL BID FOR BANK OF BARODA – RFP FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF NETWORK ACCESS CONTROL (NAC) SOLUTION - SUBMITTED BY ……………. ON ……….. AT MUMBAI, DUE DATE …………**" on the top of the sub-envelope containing the Commercial Bid. This sub-envelope should have the hard copy and CD for Commercial Bid.

These two separate **sealed sub-envelopes** should be put together in another **sealed master envelope** super scribing "**BID FOR BANK OF BARODA – RFP FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF NETWORK ACCESS CONTROL (NAC) SOLUTION - TENDER REFERENCE NO. ……….. SUBMITTED BY ……………. ON ……….. AT MUMBAI, DUE DATE …………"**

The RFP response document should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set) clearly mentioning ORIGINAL/DUPLICATE in each envelope set

Eligibility Cum Technical Bid

- Annexure 01 – Eligibility & Technical Bid - Table of Contents (list of document enclosed)
- Covering letter certifying eligibility criteria compliance (Eligibility criteria as defined in Annexure 02)
- Annexure 02 - Duly filled up Eligibility Criteria Compliance. Supporting credential letters or copies of documentation from clients or purchase order copies certifying eligibility criteria compliance.
- Application Money, Bid Security money (Earnest Money deposit) and Bid Security Letter as per Annexure 03.The RFP response without accompanying the Demand Draft/Banker's Cheque/Bank Guarantee towards Application Money / Bid Security are liable to be rejected
- Annexure 04 - Bid Security Undertaking (if Earnest Money deposit in the form of a bank guarantee)
- Annexure 05 - Undertaking from the Bidder
- Annexure 07 - Conformity with Hardcopy letter
- Annexure 08 - Conformity Letter
- Executive Technical Summary:
- The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide i) An overview of Bidder's organization and position with regards to Supply, Implementation and Maintenance of NAC Solution ii) A summary of the Bidder's services related to the proposal that will be provided as a part of this procurement iii) Brief description of the unique qualifications of the Bidder iv) A summary on capabilities such as resources and past experience of providing such solution v) Response to the technical requirements in Annexure 11 explaining the technical specifications wherever required. Information provided in the Executive Summary

is to be presented in a clear and concise manner.

▶ Technical Proposal: The proposal based on Technical requirement as per Annexure 11 should be submitted with pages properly numbered, each page signed and stamped. The Technical Proposal should be bound in such a way that the sections of the Proposal cannot be removed and separated easily.

▶ Copy of the tender document along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.

▶ Annexure 09 – Letter of Undertaking from OSD / OEM

▶ Annexure 10 – Undertaking on Information Security

▶ Annexure 15 – Commercial Bid (Masked)

▶ Annexure 17 – Integrity Pact

▶ One Compact Disk (CD) containing the soft copy of the Annexures and the scanned copies of submitted credential letters / Purchase orders / supporting documents.

Commercial Bid

▶ Covering letter on submission of Commercial bid

▶ Annexure 15 - Commercial Bid

▶ Annexure 07 - Conformity with Hardcopy letter

▶ One Compact Disk (CD) containing the soft copy of Commercial Bid should be provided.

IMPORTANT POINTS TO BE NOTED

a) The sealed bid envelopes with sub-envelopes should be delivered to the RFP Coordinator at the postal address mentioned in point "**[A] Important Dates – RFP Coordinator Name, Contact Details (Bank)**". The Bank has established a RFP coordinator to provide a venue for managing Bidder relationship and other requirements through the Bank's decision making body for clarification. All the queries and communication must be addressed to the RFP coordinator / contact personnel from the Bank.

b) The RFP response documents should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set).All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.

c) If any envelope is found to contain technical and commercial bid in a single sub-envelope or commercials are provided along with the technical bid, then that offer will be rejected outright.

d) The proposal should be prepared in English in MS Word / Excel / PowerPoint format.

e) All letters must be addressed to the following:

Chief Information Security Officer,
Bank of Baroda, Baroda Corporate Centre,
C-26, G-Block, BKC, Mumbai-51

f) Only one submission of response to RFP by each Respondent will be permitted.

g) All responses would be deemed to be irrevocable offers / proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.

h) The response should be organized and all the pages of the proposal including annexure and documentary proofs should be numbered and be signed by the authorized signatory.

i) Unsigned responses would be treated as incomplete and are liable to be rejected.

2.13 Earnest Money Deposit

The Bidders will have to submit the Earnest Money Deposit (EMD – Bid Security) while submitting their bid at the rate stipulated by the bank in point "**[A] Important Dates – Bid Security (Earnest Money Deposit)**". The earnest money deposit is required to protect the Bank against the risk of Bidder's conduct.

The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favoring "Bank of Baroda" payable at BKC, Mumbai or a bank guarantee of an equal amount issued by a Commercial Bank located in India (other than Bank of Baroda), which is valid for 8 months, in the form provided in the RFP (Annexure 04 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.

The earnest money deposit of a Bidder may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the Bidder withdraws its bid during the bid validity period.

Unsuccessful Bidder's - Earnest money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on earnest money deposit to unsuccessful Bidders.

Successful Bidder – Earnest money deposit or bank guarantee will be discharged upon the Bidder furnishing the performance guarantee. The EMD of the successful Bidder may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the Bidder fails to furnish performance guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the Bidder refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.

MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Earnest Money deposit amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender.

2.14 **Commercial Bid**

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted. The prices quoted by the Bidders shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except Goods & Service Tax and Octroi /entry tax (wherever applicable) will be paid extra. The Goods & Services tax would be paid by the Bank at actuals. Octroi /entry tax will be paid on actual on production of original receipt.

The suggested format for submission of Commercial offer is mentioned in Annexure 15. The Bank is not responsible for the arithmetical accuracy of the bid. The Bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the Bidder or changes in the commercial offer for any such assumptions.

3. Project Details

3.1 Introduction and Project Overview

Bank of Baroda is one of the largest public sector bank (PSU) in India with a branch network of over 5300+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 24 countries.

Bank of Baroda is floating the RFP to select a Bidder to Supply, Implementation and Maintenance of Network Access Control (NAC) Solution to effectively manage, control and secure its network infrastructure.

3.2 Purpose

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders / Bidders', to participate in the competitive bidding for entering into a Contract with the selected Bidder Supply, Implementation and Maintenance of NAC Solution.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the technical requirement for Supply, Implementation and Maintenance of NAC Solution mentioned in Annexure 11. The participating Bidder must agree all our terms & conditions mentioned under this RFP.

3.3 Project Scope

Bank intends to implement Network Access Control Solution to enforce policies on devices that access Bank's network to increase network visibility and mitigate risk. Scope includes supply, implement and manage NAC Solution based upon the requirement of the Bank as mentioned in the RFP.

3.3.1 Functional Principles:-

The Intent for implementing NAC Solution at the Bank is covered in the below functional principles:

- Dedicated policy management to define and administer security configuration requirements, and specify the access control actions for compliant and noncompliant endpoints
- Ability to conduct a security state baseline for any endpoint attempting to connect and determine the suitable level of access
- Access control so we can block, quarantine or grant varying degrees of access.
- The ability to manage guest access.
- A profiling engine to discover, identify and monitor endpoints
- Integration with other security applications and components like SIEM, etc.

3.3.2 General Scope of Work:-

The selected service bidder is required to supply, implement and provide maintenance of NAC Solution for Bank's IT Infrastructure for a period of five years.

For the purpose of implementation following should be noted:

- Bidder shall propose NAC solution on CAPEX Model.
- Bidder should supply complete services in terms of NAC Solution which includes implementation, integration, management, maintenance, support, audit compliance and knowledge transfer.
- Compliance of various standards like ISO 27001:2013, PCI DSS, ISO 22301, COBIT5, MAS etc., should be ensured by the Bidder.
- The bidder would be responsible for replacing and upgrading the out-of-support, out-of-service, end-of-life, undersized, infrastructure elements at no extra cost to the bank during the entire contact period of 5 Years. Replacement to be done before due of date of the product/service.
- Adherence to agreed Service Level Agreements (SLA) and periodic monitoring and reporting of the same to the bank.
- The Solution should be designed and deployed in the Bank's entire IT infrastructure. The Cloud based solutions should not be proposed under this RFP.
- The solution deployment should be compliant with Bank's IS, IT and Cyber policies, internal guidelines, regulatory requirements and country wide regulations and laws from time to time.
- The solutions should be able to integrate various log types and logging options into SIEM, with Active Directory for user authentication, with HP Service Manager or any other ticketing tool for ticketing/workflow/case management, unstructured data/big data, reporting/dashboard, use cases/rule design (customized based on risk and compliance requirements/drivers, etc.), etc.
- The Proposed Solution should be in adherence to the guidelines provided in the RBI cyber security circular no RBI/2015-16/418 dated 2nd June 2016.

3.3.3 Scope of Work for NAC Solution:-

- Onsite Installation and implementation of the solution at DC (Mumbai) and DR (Hyderabad).

- Vendor`s expert team will be onsite till complete installation, implementation and project signoff.

- A solution must not be a "point of failure" in network traffic flow; the failure of one or more components of the solution should not affect the organizational network's functionality .i.e. Solution should work in offline Mode /SPAN/ Mirror Traffic.

- Solution shall monitor, detect, alert, report and provide remediation, recommendation for any unauthorized access using SPAN or mirror traffic.

- Solution shall use agentless approach for detection of unauthorized access via network activities analysis from the endpoints.

- Solution should support all the industry standard protocols for detection.

- Solution should have centralized architecture with web or GUI based dashboard console to monitor, reporting, notification, maintaining and policy push for the registered users centrally.

- Solution shall support remote access capabilities on its management interface via HTTPS or SSH access

- Solution shall support role-based administration such as Administrator, Database Reader and Read-only access users.

- Solution shall provide forensic evidence on any unauthorized access activity within the network as follow: Event timestamp, network events in sequence, packet capture of suspicious communication, malware behaviors, malware type, severity, source and destination of attack.

- The proposed solution should support to monitor traffic from multiple segments like WAN, DMZ, Server Farm, Wi-Fi network, MPLS links etc. simultaneously on a single appliance.

- Solution should have built in capabilities to add exceptions for detections

- Solution should have built in various reports and can create custom reports like Executive report, detection life cycle report, End Point Compliance Report, Top 10 reports for various category and Health reports etc.

- Solution should provide reports with (but not limited to) HTML/CSV/PDF/Excel formats

- Solution should be able to schedule reports and also provide the flexibility to

generate on-demand reports in daily/weekly/monthly/yearly or specific range (by day and time)

- Solution shall support NTP server time synchronization.

- Licenses should be considered based on registered asset to console at any given point of time if applicable.

- The bidder should have back to back arrangement with the OEM so that bank will be able to log a call with the OEM directly.

- The bidder should have a 24x7 365 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.

- Technical support shall be for 5 (Five) years. (from deployment day till end of 5th year)

- The selected bidder has to supply, install and configure the hardware and software provided as per the timelines and SLA levels prescribed in the RFP.

- The solution should be capable of being bypassed in the event of any failure of the solution.

3.4 Proof of Concept (POC) for NAC solution

Bank may ask the bidder, if required, for Proof of Concept (POC) of the NAC Solution. Integrated POC will be based on the following conditions:

i) POC will be carried out at SI/OEM premises during technical evaluation process.

ii) All and any cost associated with demonstrating the Integrated POC (including provision of Servers, technical resources, travel cost, boarding cost, etc.) will be to the account of the Bidder and bank will not bear any cost.

iii) Bank reserve its right to extend / shorten the period of POC where needed.

iv) Bidders who have failed in the Integrated POC will automatically stand disqualified technically.

3.5 Hardware Sizing

The Vendor needs to size, design, procure, commission, and maintain the hardware and related software. For the purpose of sizing, please refer to the Annexure - 16

3.6 Project Timelines

Bidders are requested to keep the following timelines in regard to the implementation of NAC solution:

Phase I -

Complete installation, configuration and deployment of NAC solution at DC and DR. Integration of all end-points (servers, desktops, network devices, etc.) at DC and DR. This should be completed within -1- month of issuance of the purchase order. Product warranty will start after successful completion of phase I.

Phase II -
All other end-points (desktops, network devices, ATMs etc.) at Branch, Regional Office, Zonal Office, Foreign Territories, RRBs, Subsidiaries, etc. where network is governed by DC Team, etc. within -3- months of issuance of the purchase order.
Bidders are requested to add any number of phases in the timeline and present it during the presentation, if required.

Phase	Timelines				
	M0	M1	M2	M3	M4+
Planning					
Design					
Installation and Configuration					
Integration with existing solutions SIEM, AD, PIM, HPSM, etc.					
Optimization, if any					
Rollout / Deployment					
Deployment Validation & Sign-off from Bank					

3.7 Support and Maintenance

Support –Terms and Conditions: System Maintenance & Support services will include the following activities.

The vendor is required to deploy NAC solution & execute support services with the Bank covering all terms and conditions of this tender.

System Maintenance & Support services will include the following activities:

a) 24 x 7 online support
b) Issue resolution / telephonic support
c) Issue resolution / Onsite Visits

All support by SI/OEM has to be provided onsite. Remote access will not be allowed though any remote desktop sharing applications.

System Maintenance and Support services also includes:

- The maintenance support should be (24x7 365days) including product (major or minor) upgrades and updates. The support should be for unlimited requests. It may be provided on Email / Telephone /Onsite.
- Direct OEM Service and support should be covered under with dedicated TAM (Technical Account Manager) and onsite support, as and when required.
- The vendor will ensure that the stipulated Support and maintenance facilities on the hardware / software/Solution will be available for a minimum period of 5 years.
- The proposed product (hardware, software, etc.) should not be under "End of Sale" for the next three years and the proposed product should not be under "End of Shelf Life" (EOSL) in the next three years.
- If product goes EOSL within contract period of five years, support and upgrade to new version of hardware/software shall be provided by the bidder to the Bank without any additional cost.
- If Bank selects the proposed product and even after the contract period is over, the bidder should provide support for period as decided by the Bank at mutually agreed rates.

Log Retention

All Log (raw or Normalized) data must remain within the Bank's Data Center. Under no circumstances these data must travel outside Bank's environment. Further Bidder must follow the best practices for all compliances related to data and it's security. Bidder will be responsible to store logs in industry standard solution and format.

Bidder shall propose solution that should be capable of retrieving the archived logs for analysis, correlation and reporting and forensic purposes.

Log retention period must be as mentioned below;

- Six Month – Online

After the online log retention period, logs must be pushed to centralized solutions like Syslog server, SIEM Solution, etc. as decided by the Bank for archival purpose.

Bidder must ensure that once the logs are written to the disk/ database no one including database / system administrator should be able to modify or delete the stored raw logs.

NAC Solution Services and Frequency of Delivery

Device Management	
Activity Detail	**Frequency of Delivery**
System Hardening	As and when required
Update/Upgrade/Patching	As and when required
Backup/Restore	As per the policy defined by Bank
Configuration Management	As and when required
Configuration Review and Performance Tuning	Quarterly or As and when required
Change Management	As and when required
Access Management	Continuous
NAC Manual /SOP Preparation and Review	During Implementation of NAC Solution (Baseline Manual), Half Yearly Review.
Security Device Problem Management	As and when required
DR Drill of NAC Solution	As and when requested by client
Security Inventory Management	Continuous
License & AMC Management	Continuous
OEM/SI Liasoning for technical support	As and when required
Custom policies	As and when required
Integration with IT / IS infrastructure (Existing/Future)	As and when required
Monitoring policies	Continuous
Custom Reports	As and when required
OEM/SI Coordination for Support	As and when required

Resource Allocation

Resource allocation and responsibilities will be decided with mutual agreement with the Bank for the assignment.

If Bidder feels additional number of resource required beyond the minimum ratio to meet the SLA terms, bidder can propose additional resources. However, bidder has to mention these numbers in the proposal and the cost mentioned will be part of TCO. If bidder requires to put additional resources beyond the resources mentioned in proposal to meet SLA it will be at cost of Bidder.

3.8 **Service Levels and Uptime Guarantee**.

The Bidder is expected to complete the responsibilities that have been assigned as per implementation timelines. The Failure to meet the agreed timelines / Service levels will attract penalties.

The Bidder is required to adhere to the service level agreements as mentioned in **Annexure 12.**

4. Evaluation process

A two bid system is adopted for selection of the vendor:

▸ Stage 1 –Eligibility Bid evaluation

▸ Stage 2 - Evaluation methodology for eligible bidders

- Technical Bid Evaluation

- Commercial Bid Evaluation

- Weighted evaluation

During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.

4.1 **Eligibility Bid**

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in Annexure 02 – Eligibility Criterion Compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof.

4.2 **Evaluation Methodology for Eligible Bidder**

After qualifying the eligibility criteria, the evaluation will be a three stage process. The stages are:

▸ Technical Bid Evaluation

▸ Commercial Bid Evaluation

▸ Weighted evaluation

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

o **Technical Bid Evaluation**

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Criteria	Evaluation Parameters	Sub Scores
The number of Implementations completed/under	For each Implementation (2.5 marks each for Max 4 implementation)	**10**

Request for Proposal for Supply, Implementation and Maintenance of Network Access Control (NAC) Solution

Criteria	Evaluation Parameters		Sub Scores
implementation in BFSI/ Govt Sector (In the last 3 years) **			
Presentation cum interview	Evaluation on the following Parameters		10
	Parameters	**Max Marks**	
	Quality of Presentation	5	
	Scalability – Future	5	
Technical Criteria compliance as per Technical Specification ##	Demonstration of in-depth understanding of the Bank project requirements through the submitted technical proposal. The Technical / Functional features as mentioned in Other Technical Requirements as per Annexure 11. If required, Bank may ask for POC at SI/OEM premises.		80
TOTAL MARKS			100

*** Copies of Work order / client reference to be provided. Credentials and other evaluation criteria will be computed as of RFP Date*

The total score of all technical requirements mentioned in "Other Technical Requirements" of Annexure 11 is 480. For technical bid evaluation, this score will be converted to base 80 by dividing the total of scores obtained by each bidder by 6. The resulting marks of bidder will be taken upto 2 decimal places.

Example is mentioned below:

Total Score as per Annexure 11 (A)	Score Obtained by Bidder (B)	Scaled Total Score (A/8)	Scaled Score Obtained (B/8)	Implementation Marks (for 2 implementation)	Presentation Marks	Total Marks Obtained
480	400	80	66.66	5	7	78.66

The vendor needs to achieve the following in the technical evaluation stage to be qualified for commercial bid opening:

a) Mandatory technical requirements must be achieved as mentioned in Annexure 11. If the said mandatory technical requirements are not available in the proposed product, the bidder will be technically disqualified.

b) Minimum score of 85% compliance for the product in Annexure 11 – Technical requirement.

c) Minimum 70 marks in technical evaluation as specified in the above table.

Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. Even if the vendor meets the 70 marks cut-off and does not meet this criterion of 85% compliance in the product, the vendor would have deemed not to be meeting the RFP Technical requirements.

Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary.

In case there is only one vendor having technical score of 85% or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 85%, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.

The average technical score of each product will be consider for weighted evaluation.

o **Commercial Bid Evaluation**

The vendor who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The commercial bid would be evaluated based on a "Total Cost of Ownership" ('TCO') basis. The key considerations of the TCO would be the total payouts for entire project through the contract period of 5 years, discounted at 10% to arrive at the present value of the future cash outflows. The evaluation will be done as follows:

▸ The discounted rate will be calculated on yearly basis based on the formula $A/(1+i/100)^n$ where A= Total Value in each Year; i=10% and n =Year.

▸ The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC) and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.

▸ Any component / service for which the payment is a One Time Cost the NPV cost of the equipment / service for that year will be considered and the relevant year's NPV cost will be added as part of the Present Value calculation for that year. Further the payment of the OTC component / service not being recurring in nature hence the present value for that component / service will be considered in the year of purchase only and not in subsequent years.

o **Weighted Evaluation:**

On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

As an example, the following procedure can be followed:

A score (S) will be calculated for all qualified bidders using the following formula:

$$\frac{C_{low}}{C}100X + T(1 - X)$$

C stands for discounted rate arrived basis of commercial evaluation;

C$_{low}$ stands for the lowest discounted rate arrived basis of commercial evaluation.

T stands for average of technical evaluation score of all the products and

X is equal to 0.30.

#	Bidder	Technical Evaluation Marks (T)	Discounted Rate (C)	T * 0.70 (A)	[(C$_{low}$ / C) x 100] x 0.30 (B)	Score (S = A +B)
1	AAA	75	**120**	52.5	25	77.5
2	BBB	80	100	56	**30**	86
3	CCC	**90**	110	**63**	27.3	**90.3**

In the above example, **C$_{low}$** is 100.

In the above example, CCC, with the highest score becomes the successful bidder.

In case of more than one vendor with equal highest score (S) upto three decimal, then number of decimal will be increased.

The decision of the Bank shall be final and binding on all the vendors to this document.

5. Terms & Conditions

5.1 General

5.1.1 General Terms

5.1.1.1 The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.

5.1.1.2 The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

5.1.1.3 Unless agreed to specifically by the Bank in writing for any changes to the tender document issued the Bidder responses would not be incorporated automatically in the tender document.

5.1.1.4 Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the tender document shall be the governing document for arrangement between the Bank and the Bidder.

5.1.2 Rules for Responding to this RFP

5.1.2.1 All responses received after the due date / time as mentioned in **"[A] Important Dates –Last Date of Submission of RFP Response (Closing Date)"**would be considered late and would be liable to be rejected.

5.1.2.2 All responses should be in English language. All responses by the Bidder to this tender document shall be binding on such Bidder for a period of 180 days after opening of the commercial bids

5.1.2.3 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected Bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

5.1.2.4 The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the commercial bids, and there is a possibility to award the same within a short duration, the Bidder would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.

5.1.2.5 Either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

5.1.2.6 The Bidder may modify or withdraw its offer after submission, provided that,

the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.

5.1.2.7 The Bidder is required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the Bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

5.1.2.8 In case of discrepancy in soft copy and hard copy of the bids, the Bidders agree that Bank can consider hard copy as final and it will be binding on the Bidder. The Bank in this case may also reject the offer outright.

5.1.2.9 Based on the Bank's requirements as listed in this document, the Bidder should identify the best-suited solution that would meet the Bank's requirements and quote for the same. In case the Bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.

5.1.2.10 Bidder must furnish requirements as per the formats provided in the RFP document.

5.1.2.11 In the event the Bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the Bidder, the same will be deemed to be provided by the Bidder at no extra cost to the Bank.

5.1.2.12 In the event the Bank has not asked for any quotes for alternative prices, and the Bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.

5.1.2.13 In the event optional prices are not quoted by the Bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost

5.1.2.14 The Bank is not responsible for any assumptions or judgments made by the Bidder for proposing and implementing the solution. The Bank's interpretation will be final.

5.1.2.15 The Bank ascertains and concludes that everything as mentioned in the

tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.

5.1.2.16 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

5.1.2.17 The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules time frame for solution etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.

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

a) Bids submitted by holding company and its subsidiary

b) Bids submitted by two or more companies having common director/s

c) Bids submitted by two or more partnership firms / LLPs having common partners

d) Bids submitted by two or more companies in the same group of promoters/management

e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

5.1.3 Price Bids

5.1.3.1 The Bidder is requested to quote in Indian Rupee(INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful Bidders post the completion of the technical evaluation

5.1.3.2 The prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.

5.1.3.3 The prices quoted by the Bidders shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except Goods & Service Tax and Octroi /entry tax (wherever applicable) will be paid extra. The Goods & Services tax would be paid by the Bank at actuals. Octroi /entry tax will be paid on actual on production of original receipt. Though the equipment for NAC Solution would be at Bank premises, or any location identified by Bank, Bidder shall be responsible for the installation, implementation and acceptance testing and the ownership would not have transferred to Bank till the final acceptance and signoff. Hence the Bidder will bear the risk of loss if any, till the ownership has passed to Bank. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation

will be treated as non-responsive and will be rejected.

5.1.3.4 In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax / cess/ excise, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like VAT, Goods & Service tax and any taxes introduced instead of Goods & Service tax, VAT and levies associated to Goods & Service Tax, VAT or any new taxes (other than excise, custom duties, other duties and associated government levies) introduced after the submission of Bidder's proposal shall be passed on or adjusted to the Bank. Local entry tax and octroi will be paid on actuals based on receipt provided. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Local entry taxes / octroi whichever is applicable, if any, will be paid by the Bank on production of relative invoices / payment receipts / documents. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies

5.1.3.5 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than Goods & Service Tax & entry tax or octroi and if the Bank has to pay the same for any of the items or supplies made here under by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate

5.1.3.6 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the Bidder". Bidder should ensure that the project should not suffer for any reason.

5.1.3.7 The Bank will consider the Total Cost of Ownership (TCO) over a five year period. However the contract would be valid for a period of 5 years from the date of purchase, and any residual payment during that period would be adjusted on a prorate basis.

5.1.4 Price Comparisons

5.1.4.1 The Price offer shall be on a fixed price basis and should be inclusive of all

taxes, duties, levies etc. except Goods & Service Tax and Octroi /entry tax (wherever applicable) will be paid extra. The Goods & Services tax would be paid by the Bank at actuals. Octroi /entry tax will be paid on actual on production of original receipt. There will be no price escalation in the prices once the prices are fixed and agreed to by the Bank and the Bidders during the course of the contract and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.1.4.2 The successful Bidder will be determined on the basis evaluation mentioned in Clause 4 above.

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

5.1.4.4 The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the Bidder should necessarily include the following:

5.1.4.4.1 There should be three years comprehensive Product warranty for Hardware / Appliances covering all parts, service visits. The Warranty should include all costs that the original manufacturer would charge the Bidder and also include repair and maintenance of all HW parts other than on account of replacement due to abnormal site conditions of Force Majeure

5.1.4.4.2 Quarterly preventive maintenance (if required) in consultation with the Banks team of all the equipments needs to be conducted which should interalia include cleaning of inside and outside of all equipments during warranty period. Preventive Maintenance will include replacement of worn-out parts etc. Bidder will have to maintain HW after the warranty period, for a minimum period of 2 years. In case equipment is taken away for repairs, the Bidder shall provide a standby equipment (of equivalent configuration), so that the work of the Bank is not affected. The Bidder shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support office across the country. The Bidder shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support office across the country.

5.1.4.4.3 Transportation, forwarding and freight charges of all equipment to the site;

5.1.4.4.4 Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except Goods & Service Tax and Octroi /entry tax (wherever applicable) will be paid extra. The Goods & Services tax would be paid by the Bank at actuals. Octroi /entry tax will be paid on actual on production of original receipt. The Bidder is expected to provide a breakup of the taxes indicated in the commercial bid format. The Bidder is expected to provide the tax types and tax percentage in the commercial bid (without amounts being submitted in the technical response).

5.1.4.5 The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.

5.1.4.6 The Bidder must provide and quote for the product and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

5.1.4.7 End of Sales / End of support: The Bidder has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 years from the date of issue of purchase order. In the event if any equipment supplied by the Bidder reaches end of support, within the contract period from the date of supply, the Bidder has to replace the equipment at no additional cost to the Bank.

5.2 Bid Security and Performance Guarantee

5.2.1 Bid Security / Earnest Money Deposit

5.2.1.1 Bidders are required to give an earnest money deposit of an amount as mentioned in "[A] Important Dates –Bid Security (Earnest Money Deposit)"by way of Demand Draft/Pay Order drawn on BKC, Mumbai payable to "Bank of Baroda" or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for 6 months in the form provided in the RFP (Annexure 04 – Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Bank of Baroda) and will be accepted subject to the discretion of the Bank

5.2.1.2 Offers made without the Earnest money deposit will be rejected.

5.2.1.3 The amount of Earnest money deposit would be forfeited in the following scenarios:

5.2.1.3.1 In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;

5.2.1.3.2 In case the Bidder refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or

5.2.1.3.3 In case the Bidder fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.

5.2.2 Performance Guarantee

5.2.2.1 The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 13 to the extent of 10% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda.

5.2.2.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder should be included in the remaining amount of the contract value.

5.2.2.3 The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

5.2.2.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.

5.3 Others

5.3.1 The solution will be deemed accepted only after successful ATP and sign off from Bank's identified Project Manager.

5.3.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a Bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

5.3.3 By submitting a proposal, the Bidder agrees to promptly contract with the Bank for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process.

5.3.4 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of the Bank, the Bidder may be disqualified. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing

5.3.5 The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an

awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the Bidder then, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

5.3.6   The Bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The Bidder represents that the solution to be supplied in response to this RFP shall meet the proposed Bidders requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

5.3.7   The Bidder shall represent that the solution provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the solution and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the Bidder for performance of the obligations of the Bidder. The Bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the Bidder.

5.3.8   All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the Bidder. The Bank shall not be responsible for any judgments made by the Bidder with respect to any aspect of the Service. The Bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

5.3.9   The Bank and the Bidder covenants and represents to the other Party the

following:

5.3.9.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

5.3.9.2 It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

5.3.10 The execution, delivery and performance under an Agreement by such Party:

5.3.10.1 Will not violate or contravene any provision of its documents of incorporation;

5.3.10.2 Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

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

5.3.10.4 To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

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

5.3.12 It would be the responsibility of the Bidder to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The Bidder shall arrange road permit for locations applicable at no extra cost to the Bank.

5.3.13 The Bank would not assume any expenses incurred by the Bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders

5.3.14 The Bank will not bear any costs incurred by the Bidder for any discussion,

presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

5.4 Other RFP Requirements

5.4.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all Bidders about changes, if any.

5.4.2 The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

5.4.3 The Bank reserves the right to extend the dates for submission of responses to this document.

5.4.4 Bidders shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to RFP Coordinator mentioned in **"[A] Important Dates –RFP Coordinator"**, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document or through electronic mail; the preference for distribution would be with the Bank. The Bidder, who posed the question, will remain anonymous.

5.4.5 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

5.4.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Bidders for clarification of their offer. The Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.

5.4.7 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase

5.4.8 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

5.4.9 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful Bidder in discussions on the prices quoted.

5.4.10 Right to Alter– The Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities

5.4.11 Details of Sub-contracts, as applicable – If required by the Bank, BIDDER's should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

5.4.12 If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such Bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.

5.4.13 There will be an acceptance test by the Bank or its nominated consultants after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of the Bank and / or its consultants.

5.4.14 The Bidder getting the contract shall install the HW at Bank's Mumbai and Hyderabad locations.

5.4.15 Bidder should ensure that the HW delivered to the Bank including all components and attachments are brand new.

5.4.16 Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when

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

5.4.17   Letter of Undertaking from OSD / OEM (Annexure 09) – The Bidder should furnish a letter from original equipment manufacturer (OEM / OSD) authorizing the Bidder to quote for OEM's / OSD's product in response to the RFP from the Bank. The said letter should also offer to extend the required warranty and support from the OEM / OSD in respect of the items stipulated in the RFP.

5.4.18   Undertaking on Information Security (Annexure10) - The Bidder should furnish a letter both from the original equipment manufacturer (wherever applicable) and also from the Bidder's end providing an undertaking on Information Security of Authenticity for HW and also the solution supplied. This undertaking from both OEM and the Bidder is on Information security as per regulatory requirement.

5.4.19   The Bidder shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from the Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

5.4.20   The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

5.5   Terms of Reference

5.5.1   Deliverables

The NAC Solution must be implemented as per project scope within a period of 3 months in totality from the date of placing of purchase order by the Bank. The solution as per the required scope needs to be rolled out as per the delivery timelines mentioned above.

In case the deadlines are not met then the Bidder will have to pay penalty to Bank of Baroda @ 1% of implementation cost inclusive of all taxes, duties, levies etc., per

week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5%. If delay exceeds the maximum percentage of 5%, Bank of Baroda reserves the right to cancel the entire order.

Bidder will be responsible for ensuring proper packing, delivery and receipt of the all deliverables. Sealed packs will be opened in the presence of Bank of Baroda officials

All necessary accessories as part of the NAC Solution should be delivered together with the hardware.

Any deliverable has not been implemented or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

Below are the deliverables for NAC solution.

(i) Implementation Phase

At the end of the implementation exercise, the solution provider should provide a comprehensive report with a detail of completed implementation work. The report will consist among other things the following:

- Design Document
- Fully installed well integrated customized and functioning solution
- Standard Operating Procedures - for alert management, incident management, report management, log storage and archiving, Business Continuity. SOP should also cover configuration, deployments, backup and recovery procedures.
- Presentation of the working solution to the IT management and staff of Bank after completion of the implementation for review and feedback
- An executive summary report for Management of the implemented solution
- Installation, Configuration and user manuals
- Troubleshooting manuals
- Training

(ii) Training

The Bidder needs to provide advance certification training to selected Bank officials (max 5) on NAC solution. The Bidder should provide additional minimum three sets of training for Bank officials during the period of the contract for NAC solution.

Details of training are as under-

- Provide training to the bank personnel on the product architecture, functionality and the design under the scope of this RFP.

- Provide hands-on training to the bank personnel on operations, alert monitoring, policy configuration etc.

- The Bidder shall train the Bank's personnel 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.

- Bidder shall provide comprehensive training manual, presentations, videos, lecture notes, hand-outs and other training documentation for all trainings.

5.5.2 Warranty

The entire Hardware / Appliance covering all components will remain under, onsite, comprehensive maintenance warranty for a period of three years. The service support during warranty period shall be for all Hardware / Appliance and accessories supplied. Bidder will have to provide a post-installation warranty as per the terms mentioned below:

- Comprehensive Warranty for 36 Months from the date of installation or 37 months from the date of the delivery whichever is earlier.

- Bidder will have to upgrade the OS/ Firmware (in case of requirement) during warranty period at no cost to Bank. Patch updation, security patch updates etc to be done (as and when required) preferably quarterly / half yearly in coordination with the banks team.

- In event of any equipment / parts replaced or any defect in respect of any equipment / parts corrected for more than one instance of any quarter during the base warranty period of 3 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.

- In case of significant failures of specific component entire Hardware / Appliance has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The principal Bidder is required to ensure that this kind of situation never arises

- In case of Application /Software vendor needs to provide minimum warranty of one year.

- AMC / ATS will be applicable after the expiry of warranty period.

5.5.3 Annual Maintenance Contract (AMC) after expiry of warranty period

The Bidder should provide two years AMC support of the Hardware /Appliances & its components and AMC / ATS support for the contract period of application / Software after the expiry of warranty period, supplied as part of this RFP if required by the Bank.

5.5.4 Payment Terms

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the

bank will not pay the professional fees quoted by the Bidder in the price bid against such activity / item.

The payment will be released for individual projects as follows:

a) Delivery of Hardware/Appliances/Software

- 70% of the Hardware / Appliances cost on delivery of Hardware / Appliance plus 100% of applicable taxes at actuals. The required documents to be provided along with original invoice:

    a) Original delivery Challans dully stamped and signed by the Bank Official.

    b) Original receipt of Octroi / entry tax etc wherever applicable.

- 20% of Hardware / Appliance cost on successful installation of the hardware / Appliance and applicable Service Tax (if any).

    SNR case - Wherever installation could not be carried out by the successful Bidder due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful Bidder's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the successful Bidder has to give an undertaking to complete installation within a week of being informed that the site is ready.

    Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 14 Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of warranty period plus 3 months.

b) Software / Application License Cost

- 50% of the Software / Application license cost on delivery of Software / Application Licenses plus 100% of VAT / CST & Octroi / entry tax (wherever applicable) at actuals. The required documents to be provided along with original invoice:
    a) Original delivery Challans dully stamped and signed by the Bank Official.
    b) Original receipt of Octroi / entry tax etc., wherever applicable.

- 30% of the Software / Application license cost after successful installation of the Software / Application and payable against acceptance signoff in the form of Acceptance Report signed by both Bank's identified Project Manager & vendor representative.

- 20% of the Software / Application license cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test Report should be signed by both Banks identified Project Manager & vendor representative.

c) Implementation Cost (OTC)

- 70% of the implementation cost after successful implementation and payable against implementation signoff in the form of Implementation Report signed by

both Banks identified Project Manager & vendor representative.

- 30% of the implementation cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test Report should be signed by both Banks identified Project Manager & vendor representative.

d) AMC / ATS

- Payable annually against receipt of satisfactory service report of previous year from the Bank's Project / Operation Manager.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the Bidder. Payment will be release by Information Security Dept., BCC as per above payment terms on submission of mentioned supporting documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

6. General Terms and Conditions

6.1 Dispute Resolution

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager/director and Bidder project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

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

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

6.2 Governing Laws

The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

6.3 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices send by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

6.4 Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Bidder shall hold consultations in an endeavor to find a solution to the problem.

6.5 Assignment

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFP.

6.6 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy

or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

6.7 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this Tender and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

"Confidential Information" means any and all information that is or has been received by the "Receiving Party" from the "Disclosing Party" and that:

▶ Relates to the Disclosing Party; and

▶ is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or

▶ Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

▶ Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Bidder.

▶ "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.

▶ Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

▶ Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Bidder shall at no point use the Bank's confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable

business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is 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 Tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other 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.

If the Bidder hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Tender and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Bidder is bound to maintain the confidentiality. The prior permission of bank is mandatory for any assignment by Bidder to any other parties.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

▶ Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the hardware / software provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this Tender; or

▶ Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

▶ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure

▶ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party

▶ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.

- Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof

- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party

  a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control

  b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party

  c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control

  d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with

  e) The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

  a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;

  b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;

  c) is furnished by others to the receiving party without restriction of disclosure;

  d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;

  e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure

f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Bidder may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.

6.8 Termination

Bank shall have the option to terminate this RFP and / or any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least 90 days prior notice in writing. It is clarified that the Bidder shall not terminate this RFP & the subsequent Agreement for convenience.

However the Bank will be entitled to terminate this RFP and any subsequent agreement, if Bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and

▸ Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

▸ if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

▶ The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;

▶ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;

▶ The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or

▶ The other Party becomes the subject of a court order for its winding up.

The Bidder understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Bidder for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of three (3) months. During this period, the Bidder shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Bidder, within thirty (30) days of such termination or expiry, of the following:

▶ All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Tender and subsequent Agreement:

▶ The rights granted to Bidder shall immediately terminate.

▶ Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.

▶ Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

6.9 Publicity

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

6.10 Solicitation of Employees

The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

6.11 Inspection of Records

All Bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Bidder provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

6.12 Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

6.13 Compliance with Laws

Compliance with all applicable laws: The Bidder 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 tender 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.

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, 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 Bidder.

This indemnification is only a remedy for the Bank. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

6.14 Order Cancellation

The Bank will provide the selected Bidder a remedy period of 90 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected Bidder through a letter or mail correspondence. The 90 days time period will commence from the day the Bank has sent such correspondence to the selected Bidder.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

▶ Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful Bidder.

▶ Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.

▶ The amount of penalties has exceeded the overall cap of 5% of the total purchase order value inclusive of all taxes, duties, levies etc.

▶ Failure of the Bidder make good the situation within the remedy period

▶ The selected Bidder commits a breach of any of the terms and conditions of the RFP / contract.

▶ The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise

▶ An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

In case of order cancellation, any payments made by the Bank to the Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the Bidder.

6.15 Indemnity

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

▶ Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or

- an act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or

- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or

- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors

- breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or

- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or

- breach of confidentiality obligations of the Bidder contained in this RFP; and/or

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

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

- notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and

- cooperates with the Bidder in the defense and settlement of the claims.

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

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (1) to (2)

within a reasonable period which would not affect the normal functioning of the Bank.

The Bidder shall not be liable for defects or non-conformance resulting from:

▶ Software, hardware, interfacing, or supplies for the solution not approved by Bidder; or

▶ any change, not made by or on behalf of the Bidder, to some or all of the deliverables supplied by the Bidder or modification thereof, provided the infringement is solely on account of that change ;

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

6.16 Corrupt and Fraudulent Practices

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

▶ "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

▶ "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

6.17 Violation of Terms

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

6.18 Transportation and Insurance

All the costs should include cost, insurance and freight (c.i.f). However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the Bidder till the acceptance of the HW by the Bank. The Bidder should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

6.19 Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

6.20 Service Level Agreement and Non-Disclosure Agreement

The selected Bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected Bidder shall execute the SLA and NDA within two months from the date of acceptance of letter of appointment or as intimated by the Bank.

6.21 Right to Reject Bids

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

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through Telex / telegram / fax
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFP.

6.22 Limitation of Liability

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.

Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.

Under no circumstances BOB shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against Bidder.

6.23 Ownership, Grant and delivery

The Bidder shall procure and provide a non-exclusive, non-transferable, enterprise wide perpetual license to the Bank for all the software to be provided as a part of this project. The Bank can use the software at any of its branches and locations without restriction and use of software by service providers on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.

The license shall specifically include right

A.   To Use. (i) to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank; (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting Users; (iv) to use the executable code version of the Software and all Enhancements, Updates and New Version made available from time to time for Test and Development, Training, Near DR, Disaster Recovery Site of the Bank.

B.   To Copy. (i) to copy the Software that operates on server systems to support the users of the Bank; (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.

C.   To work as interface: (i) to work with other Application Software packages at the Bank as interface; (ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Bidder free of any additional License charge or fees or expenses.

Delivery: The Bidder, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Bidder, after customization shall deliver to the Bank required copies of the object code

version of the customized Software and the associated Program Documentation including operation manual and training material. The Bidder, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The Program Documentation shall consist of required number of User Manuals per branch / service Center / office / extension counter, Near Site, Data Center and Disaster Recovery Center. The program documentation shall be supplied by the Bidder to the Bank both in hard copy form (except where hard copies are not available) and soft copy form (MS word format and HTML Browser format). The operational manual shall be provided by the Bidder under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executables and required run-time files shall be on Compact Disc or on any such media as desired by the Bank as may be applicable.

D.   The grant of license by the Bidder herein shall be for processing the internal business of the Bank or its permitted affiliates and does not, without limitation, include the rights to reverse engineer, reverse compile or otherwise arrive at the source code of the Software nor does it include the rights to sell, lease, license, sublicense or otherwise transfer, convey or alienate the software for commercial consideration to any person.

Except as specifically agreed by and between Bidder and Bank, the ownership of all rights, title and interest, including without limitation, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, software and documentation are and shall at all times remain with the Bidder or its Licensors and be the sole and exclusive property of the Bidder or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent Agreement shall be construed as conveying by the Bidder or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein shall be construed to preclude the Bidder from owing, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software.

E.   Rights: The Bidder shall ensure that the software does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Bidder shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the software in accordance with the terms of this Tender and subsequent Agreement and the license agreement; or (ii) modify the software without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the software with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent software from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Bidder shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure

to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made available and implemented by the Bidder, despite notice of such failure by the Bidder in writing, (ii) any change, not made by or on behalf of the Bidder, to some or all of the software/deliverables supplied by the Bidder or modification thereof, provided the infringement is solely on account of that change ; or (iii) the Bank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Bidder of such misuse in writing.

Bidder is the Prime Bidder for purposes of all deliverables and services, with the single-point responsibility for the same. Should the software provided by the Bidder be infringing, it would have a serious business impact on the business of the Bank.

Therefore, the Bidder should take responsibility of its actions. Even if Bank would have used the deliverables before the infringement was noticed, legally each such use constituted infringement and therefore the Bidder is in breach of the Bidder's warranty and obligation.

6.24 Team Lead Interchange

Any Team Lead change during implementation of the project should be carried out only after mutual consent.

6.25 Grievance Redressal

Any Bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to Chief Information Security Officer at ciso@bankofbardoa.com. It may please be noted that the grievance can be filed by only that Bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP.

7. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the 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, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Annexure 01 - Bid - Table of Contents
Eligibility Cum Technical Bid to contain the following

Section #	Section Heading	Performa Given
1	Covering letter certifying eligibility criteria compliance	**Bidder to provide**
2	Eligibility criteria compliance with Bidder comments	**Annexure 02**
3	Credential letters / Purchase orders / Supporting documents	**Bidder to provide**
4	Application Money Demand Draft	**Bidder to provide**
5	Bid Security Letter	**Annexure 03**
6	Bid Security (Earnest Money Deposit) Or Bid Security Form (Earnest Money Deposit in the form of Bank Guarantee)	**Bidder to provide DD Or Annexure 04**
7	Undertaking Letter	**Annexure 05**
8	Conformity with Hard Copy	**Annexure 07**
9	Conformity Letter	**Annexure 08**
10	Letter of Undertaking from OSD / OEM	**Annexure 09**
11	Undertaking of Information Security	**Annexure 10**
12	Executive Technical Summary	**Bidder to provide**
13	Copy of the tender document along with the addendums duly sealed and signed on all the pages of the document.	**Bidder to provide**
14	CD containing soft copy of the Annexures and the scanned copies of supporting documents.	**Bidder to provide**
15	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	**Bidder to provide**
16	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	**Bidder to provide**
17	Integrity Pact	**Annexure 17**

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address

Email and Phone #
Date:

Commercial Bid envelope to contain the following

Section #	Section Heading	Performa Given
1	Covering letter on submission of Commercial Bid	**Bidder to provide**
2	Conformity with Hard Copy	**Annexure 07**
3	Commercial Bid	**Annexure 15**
4	CD containing soft copy of the commercial bids	**Bidder to provide**

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #
Date:

Annexure 02 - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the bidder

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
A	**General**		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 5 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1st April 2017 till date.		Letter of confirmation from Bidder.
3	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from Bidder.
4	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from Bidder.
B	**Financial**		
1	The Bidder must have registered a turnover of Rs. 100 Crores (from Indian Operations only) in each year during the last three completed financial years – 2015-16, 2016-17 and 2017-18 (Not inclusive of the turnover of associate companies)		Audited Financial statements for the financial years 2015-16, 2016-17 and 2017-18. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
2.	The Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the		Audited Financial statements for the financial years 2015-16,

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	last three years, that is financial years – 2015-16, 2016-17 and 2017-18		2016-17 and 2017-18. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification
C	**Technical**		
1	The Bidder should be an OSD or authorized partner of OSD for supply of licenses and solution implementation and maintenance support under warranty / AMC / ATS for the solution.		Letter of confirmation from OSD need to be submitted.
2	If Bidder (partner of Original Solution Developer (OSD) is not able to fulfill its obligation to support the solution during the contract period, OSD will have to ensure support as per contract. An undertaking from the OSD to this effect must be submitted		Letter of confirmation from OSD need to be submitted.
3	If OSD is bidding directly they cannot submit another bid with any Bidder.		Letter of confirmation from OSD in case if OSD is bidding directly
4	One Bidder can bid only with one OSD and similarly one OSD can bid with only one Bidder		Letter of confirmation from the Bidder and OSD
D	**Experience & Support Infrastructure**		
1	The proposed Solution must be implemented in at least 3 Commercial Banks / Financial Institution in India in last 3 financial years.		Documentary Proof of order / contract copy / customer credentials.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
2	Bidder should have direct support offices in Mumbai and Hyderabad and technically qualified engineers who have expertise in support and installations of the proposed product.		Letter of confirmation

All dates if not specified to be applicable from the date of the RFP.

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 03 - Bid Security Letter

1. WHEREAS, …………………………………………… (hereinafter referred to as "Bidder") has submitted its proposal and response dated…………………………(hereinafter referred to as "Bid") for the supply, installation & maintenance of all the requirements described in the Request for Proposal No. ……….. along with its amendments/annexures and other ancillary documents (hereinafter referred to as "RFP") as issued by Bank of Baroda.

2. We ………………………………… ……… …. having our registered office at ………………………………….(hereinafter called the 'BIDDER') are offering security deposit of Rs. _____/- (Rupees _____ only) vide [demand draft / pay order / issued by a scheduled/Commercial bank] bearing No._____ dated _____ [drawn on/ issued by] _____ _____ (hereinafter referred to as "Bid Security") favoring 'Bank of Baroda for consideration of the Bid of the above mentioned Bidder.

3. The Bidder specifically acknowledges and agrees that the Bidder has furnished his Bid on the understanding and condition that, if the Bidder:

   a) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Tender Documents or

   b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity: -

      i. Fails or refuses to execute the contract form if required; or

      ii. Fails or refuses to furnish the Security Deposit / Performance Guarantee, in accordance with the instruction to Bidders.

Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder.

4. The Bid Security shall be returned to unsuccessful Bidders within thirty (30) days from the date of the award of contract to a successful Bidder. The Bid Security shall be returned to the successful Bidder upon furnishing of Performance Security in accordance with the instructions of the Bidder.

5. The Bidder undertakes that it will not cancel the Bid Security referred to above till the Bidder is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.

6. The Bidder represents and warrants that the Bidder has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Bidder has taken all corporate, legal and other actions necessary or advisable to authorize the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Bidder to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Bidder under this Bid Security.

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

Place:

Date: _____

                                                     Seal and signature of the Bidder

Annexure 04 - Bid Security Form

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

To

Chief Information Security Officer
Bank of Baroda, Baroda Corporate Centre
Bandra Kurla Complex Bandra (E),
Mumbai 400 051

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated_____ (date of submission of bid) for providing _____ in response to Request for Proposal (RFP) No. _____ (hereinafter called "the Bid") issued by Bank of Baroda.

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 Bank of Baroda (hereinafter called "the Purchaser") in the sum of_____ for which payment will 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_____ , 20___.

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 mutually agreed Contract Form if required; or
   b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

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 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 90 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and

b) the total liability of Bank under this guarantee shall be limited to Rs._____/- (Rupees _____ only).

Place :

SEAL   Code No.   SIGNATURE.

NOTE:

1. VEDNOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG

2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.

Annexure 05 – Undertaking

To

Chief Information Security Officer
Bank of Baroda, Baroda Corporate Centre
Bandra Kurla Complex Bandra (E),
Mumbai 400 051

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Network Access Control (NAC) Solution

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.

3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.

4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

   b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.

      i. Name and Address of the Agent

      ii. Amount and Currency in which Commission paid / payable

      iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here)

6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.

7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this…………………………………….by …………….……….……20

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

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

Annexure 06 - Comments Format

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No: e-Mail ID:

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #
Date:

Annexure 07 – Conformity with Hardcopy Letter

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

To

Chief Information Security Officer
Bank of Baroda, Baroda Corporate Centre
Bandra Kurla Complex Bandra (E),
Mumbai 400 051

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Network Access Control (NAC) Solution

Further to our proposal dated …………., in response to the Request for Proposal (Bank's tender No. hereinafter referred to as **"RFP"**) issued by Bank of Baroda (**"Bank"**) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 08 –Conformity Letter

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

To

Chief Information Security Officer
Bank of Baroda, Baroda Corporate Office
Bandra Kurla Complex Bandra (E),
Mumbai 400 051

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Network Access Control (NAC) Solution

Further to our proposal dated ………., in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 09 –Letter of Undertaking from OSD / OEM

(***This letter should be on the letterhead of the OEM / OSD / Manufacturer duly signed by an authorized signatory***)

To

Chief Information Security Officer
Bank of Baroda, Baroda Corporate Centre
Bandra Kurla Complex Bandra (E),
Mumbai 400 051

Sir,

We ………………………… (Name of the OSD / OEM) who are established and reputable manufacturers / developers of ………………………… having factories at ………, ………and …………… do hereby authorize M/s ……………………… (who is the Bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for providing NAC Solution for the product/s manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our warranty / support and services through M/s.……………… during the 5 years contract period as per terms and conditions of the RFP.

We assure you that in the event of M/s ……………………… not being able to fulfill its obligation as M/s ……………………… Bidder in respect of the terms defined in the RFP, ………………………………… (OEM / OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours Faithfully

Authorized Signatory

(Name:

Phone No.   Fax   E-mail   )

Annexure 10–Undertaking of Information Security

(*This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement*

To

Chief Information Security Officer
Bank of Baroda, Baroda Corporate Centre
Bandra Kurla Complex Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Network Access Control (NAC) Solution

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

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 11 - Technical Requirement – NAC Solution

This annexure lists the Technical requirements from the Bank to fulfill its objective. It comprises of mandatory technical requirements and other technical requirements.

Mandatory technical requirements are must and if are not available in the proposed product, the bidder will be technically disqualified.

Compliance of the other technical requirements shall mean complete compliance and not partial compliance. In case of any of the below technical requirements is not complied/partially complied/customization required, please indicate so with detailed remarks.

Mandatory Technical Requirements:

S.No.	Description / Specification	Compliance (Yes/No)	Remarks
1	Network Access Control (NAC) solution should control access to the network with policies, including pre-admission endpoint security policy checks and post-admission controls over where users and devices.		
2	The proposed solution must support agentless deployment and provide complete posture analysis without the need of an agent. The Solution Should support the all the feature & Functionalities like Profiling, Compliance check, Alert, Remediation & Blocking etc. in Agentless mode.		
3	The solution should discover any new device (wired / wireless) entering the network and permit network access based upon the policy for the device.		
4	The proposed NAC solution should integrate with Enterprise level SIEM solution (QRadar) and Syslog server. The solution should be able to share information using standard protocols (Syslog, CEF) and should allow the SIEM system to send syslog messages to the NAC solution to automatically respond to any endpoint security issues.		

S.No.	Description / Specification	Compliance (Yes/No)	Remarks
5	The proposed solution should enforce security policies by blocking, isolating, and repairing noncompliant machines in a quarantine area without requiring administrator attention		

Other Technical Requirements:

S.No.	Description / Specification	Score	Compliance (Yes/No)	Remarks
Technical Specifications				
1	Network Access Control (NAC) solution should control access to the network with policies, including pre-admission endpoint security policy checks and post-admission controls over where users and devices.	10		
2	The following is a list of functions that should encompass a NAC solution: I. Element Detection - detecting new elements as they are introduced to the network. II. Authentication – authenticating each user accessing the network no matter where they are authenticating from and/or which device they are using. III. Endpoint Security Assessment – assessing whether a newly introduced network element complies with the security policy of the organization. These checks may include the ability to gather knowledge regarding an element's operating system, the list of installed patches, the presence of anti-virus software and its virus signature date, etc. IV. Remediation– quarantining an element that does not comply with the defined security policy until the issues causing it to be non-compliant are fixed. When quarantined, the element may be able to access a defined set of remediation servers allowing the user fixing the non-compliant issues and to be reintroduced, now successfully, to the network.	5		

S.No.	Description / Specification	Score	Complia nce (Yes/No)	Remarks
	V. Enforcement – restricting the access of an element to the network if the element does not comply with the defined security policy. VI. Authorization – verifying access by users to network resources according to an authorization scheme defined in an existing authorization system, such as Active Directory, RADIUS servers, etc., allowing the enforcement of identity-based policies after an element is allowed on the network. VII. Post-Admission Protection – continuously monitoring users, elements and their sessions for suspicious activity (i.e. worms, viruses, malware, etc.). If detected, the action taken by a NAC solution may vary from isolating the offending system to dropping the session.			
3	The Network Access Control (NAC) solution should be an automated security control platform that can monitor and control everything on the network—all devices, all operating systems, all users. The solution shall let employees and guests remain productive on the network while critical network resources and sensitive data remain protected.	5		
4	Solution should Maintain an up-to-date/centralized inventory of authorized devices connected to bank's network (within/outside bank's premises) and authorized devices enabling the bank's network.	5		
5	The proposed NAC OEM should feature in the latest Gartner's Magic Quadrant for Network Access Control under the "leaders" quadrant and in the latest Gartner's Market Guide for Network Access Control.	5		
6	The solution should be able to work with IOCs provided by the Anti-APT solution (FireEye, etc.) and regulators/agencies like CERT-In, etc.	5		
7	The solution should be capable to create Local Admin at Zonal level, Branch level, etc. with role based access if required	5		
8	The solution should be able to prevent and make custom policies for new age Zero day attacks within 24-48 hours	5		
9	The solution should be able to work independently with support for all network devices and endpoint machines	5		

S.No.	Description / Specification	Score	Compliance (Yes/No)	Remarks
10	The proposed solution should identify applications installed on the endpoints. Policies should be written to categorize these applications and determine their current status based upon attributes of these applications	5		
11	The proposed solution should determine if any endpoints are running any P2P applications and handle the situation as specified within the rule	5		
12	The proposed solution must possess an architecture that should works in offline Mode /SPAN/ Mirror Traffic i.e. out-of-band mode.	5		
13	The solution should have an architecture such that even if the primary server is down, the endpoints should still get policy updates from DR servers without any changes required at their end	5		
14	The solution should be designed and deployed to work with the existing network and devices and should not require re-architecturing the network or replacement of existing devices.	5		
15	The proposed solution (appliances) will be deployed for the Bank centrally at two locations:- · Datacenter Site – Mumbai · Disaster Recovery Site - Hyderabad	5		
Management				
16	The proposed solution should have a Centralized Management Console with customizable dashboard and role-based admin	5		
17	The solution should offer a built-in monitoring, reporting, and troubleshooting console to assist helpdesk operators and administrators streamline operations	5		
18	The solution should enable administrators to centrally configure and manage profiler, posture, guest, authentication, and authorization services in a single web-based / GUI console, simplifying administration by providing consistency in managing all these services.	5		
19	The DR management console should have the integration capability with DC management console so that a single console can be used for monitoring	5		

S.No.	Description / Specification	Score	Compliance (Yes/No)	Remarks
	Reporting			
20	The proposed solution must be able to generate reports on different parameters. i.e. Compliance , Non-Compliance , corporate , Guest , BYOD (Bring Your Own Device) ,Cash Deposit Kiosk (CDK), Bunch Note Acceptor (BNA), Mobile Devices, Network Printers, ATMs, Wireless Access Point (WAP), Scanner, IP Phone, IP Camera, Tablet, Smart Phone, Digital Signage System (DSS), IOT's etc.	5		
21	The proposed solution should have ability to generate reports in different formats, such as HTML, Excel, CSV and PDF	5		
22	Reports should automatically be generated on a scheduled basis and should be available in real time on demand	5		
23	The proposed solution should come with predefined, out-of-the-box reports.	5		
24	Administrators should be able to update or define custom reports and should have ability to run certain reports based on security role	5		
25	Should support scheduled reports be delivered via e-mail	5		
26	The proposed solution must incorporate a complete set of tools for reporting (Audit trailing, customizable reporting and data export capabilities), analysis, and troubleshooting. Data from access transactions can be organized by customizable data elements and used to generate graphs, tables, and reports. Must correlate and organize user, authentication, and device information together	5		
27	The solution should provide a Registered Endpoints Report. The report should provide the following details: · Logged in Date and Time · Portal User (who registered the device) · MAC Address · Identity Group · Endpoint Policy · Static Assignment · Static Group Assignment · Endpoint Policy ID · NMAP Subnet Scan ID · Device Registration Status	5		

S.No.	Description / Specification	Score	Complia nce (Yes/No)	Remarks
	Functional Requirement			
28	The proposed solution should operate within a heterogeneous network with switches, routers, etc. from multiple vendors (e.g. - Cisco, Checkpoint, Fortinet, Citrix, D-Link, and Juniper, 3com, Nortel, Linksys, Extreme Networks, etc. and legacy switches). NAC appliance should support vendor agnostic switch infrastructure. It must support the same with & Without 802.1x mechanism.	5		
29	The proposed solution enforcement options should remain the same regardless of switch manufacturer. The solution should enforce policies at the switch port, including moving a device from one VLAN to another, blocking the switch port, and applying dynamic ACL	5		
30	The proposed solution must support agentless deployment and provide complete posture analysis without the need of an agent. The Solution Should support the all the feature & Functionalities like Profiling, Compliance check, Alert, Remediation & Blocking etc. in Agentless mode. The NAC solution should also support agent based & dissolvable agent mode to achieve all feature & functionality mentioned in the RFP.	10		
31	The solution should provide separate access solution for guests and visitors. The solution should support Captive portal based solution for these classes of users. These users should get a message if the compliance check on their machines fails.	5		
32	The solution should have a provision to support non-NAC capable hosts (i.e., printers, IP phones, IOT's etc.) based on Mac address or other parameter and it should support exception lists for non-NAC capable hosts.	5		
33	The solution should support the backup and recovery of policies/configuration.	5		
34	For forensic and faster network troubleshooting, the solution should log each & every session/ all important events that pass through and provide simple graphical and statistical reports. Logs should be exportable to external log server. Logs of Deny / Quarantine end points should be generated and exportable in formats like CSV, etc.	5		

S.No.	Description / Specification	Score	Complia nce (Yes/No)	Remarks
35	The proposed solution able to support IPv6-IPv4 dual stack deployments	5		
36	Solution must be vendor & OS agnostic to existing wired, wireless and VPN network.	5		
37	Solution must have capabilities to block the endpoint which are connected on Unmanaged Network Infrastructure (Like Unmanaged Switches).	5		
38	Solution must be able to automatically classify the detected devices in to different categories according to their functions such as Windows, Apple MAC, Printers, Network Devices, Linux, Unix & IOT's etc. The solution should also provide detailed information regarding the endpoint connected to the network such as IP Address, MAC Address, NetBIOS Name, NetBIOS Domain, Domain User, Domain Member, OS-Class, IP of the connected switch, Switch Port, Switch Port VLAN, Switch Port Status, Switch Vendor, Access status.	5		
39	Solution should take feedback from external systems like Syslog servers, SIEM, IDS/IPS, Firewall etc. and block a user if compromised from joining the network.	5		
40	Auto-Remediation or Should guide users through a self-remediation process.	5		
41	Solution should get deployed in a non 802.1x network with all functionalities available in an agentless deployment.	5		
42	The solution should discover any new device entering the network and permit network access based upon the policy for the device.	10		
43	Device authentication & network access control- The solution must support the following authentication methods: 1. 802.1X Authentication. 2. Non 802.1X Device Authentication 3. Agent-less Authentication. 4. MAC Address based Authentication by type 5. MAC Address based Authentication by pre-defined list 6. AD – LDAP 7. Web Authentication / RADIUS / TACACS / TACACS+, etc. 8. Asset Inventory Solution	5		

S.No.	Description / Specification	Score	Compliance (Yes/No)	Remarks
44	The solution should address vulnerabilities on user machines through periodic evaluation and remediation to help proactively mitigate network threats such as viruses, worms, and spyware	5		
45	The solution should enforce security policies by blocking, isolating, and repairing noncompliant machines in a quarantine area without requiring administrator attention	5		
46	The solution should offer a rules-based, attribute-driven policy model for creating flexible and business-relevant access control policies. Provides the ability to create fine-grained policies by pulling attributes from predefined dictionaries.	5		
47	The solution should have the capability to collect endpoint attribute data via passive network telemetry, querying the actual endpoints, or alternatively from the infrastructure	5		
48	The solution should verify endpoint posture assessment for PCs/laptops/thin-clients/Printers, ATMs, Wireless device (router, etc.), Scanner, IP Phone, IP Camera, Tablet, Smart Phone, IOT's (Internet of Things) etc. connecting to the network. The solution should provide the ability to create powerful policies that include but are not limited to checks for the latest OS patches, antivirus and antispyware software packages with current definition file variables (version, date, etc.), registries (key, value, etc.), and applications. The solution should also support auto-remediation for PC/laptop/thin-clients which are already on network or trying to connect to the Bank's network externally, as well as a periodic reassessment to make sure the endpoint is not in violation of company policies	5		
49	The Solution should be able to discover endpoints on the network, profile them dynamically based in the configured endpoint profiling policies and assign to the matching endpoints identity groups depending on their profile	5		
50	The solution should support importing endpoints from a comma-separated values (CSV) file in which the list of endpoints appears with the MAC address and the endpoint profiling policy details separated by a comma	5		

S.No.	Description / Specification	Score	Compliance (Yes/No)	Remarks
51	The solution should support MAC Address Bypass (used for devices which do not support 802.1x) and can further utilize identity of the endpoint to apply the proper rules for access.	5		
52	The solution must allow users access to the network in a worst case scenario in case of non-availability of AD server/NAC server or any other reasons.	5		
53	The solution should have profiling capabilities integrated into the solution in order to detect headless host. The profiling features leverage the existing infrastructure for device discovery. Should support the use of attributes from the following sources or sensors: · Profiling using MAC OUIs · Profiling using DHCP information · Profiling using RADIUS / TACACS / TACACS+ information · Profiling using HTTP information · Profiling using DNS information · Profiling using NetFlow information · Profiling using SPAN/Mirrored traffic	5		
54	The solution should be capable of being bypassed in the event of any failure of the solution. This should be applicable in both managed and unmanaged switch environment.	5		
55	The proposed solution should support the mechanism to send customized message to specified recipients/end users when a certain policy is triggered. For eg. If firewall violation exceed certain threshold limit for certain users, then the user should receive a message via Email/SMS	5		
56	The proposed solution should detect known or unknown/rogue devices on specific VLAN depending on device type, MAC address, or other criteria	5		
57	The proposed solution should be able to Detect infected or otherwise compromised/malicious devices on specific VLAN depending on threat information from desktop anti-virus, vulnerability assessment tool, SIEM alerts or other criteria.	5		

S.No.	Description / Specification	Score	Compliance (Yes/No)	Remarks
58	The Solution should have Policy creation tools: 1. Policy simulation engine for testing policy integrity 2. Wizard based interface 3. Pre-configured templates 4. Quick look-up of AD attributes	5		
59	The Solution Should support Policy creation for Time Based Access and SEGMENT based access.	5		
60	The Solution shall have capability, which allows users to add a device on a portal, where the device goes through a registration process for network access. It should also allow users to mark as lost any device that they have registered in the network, and blacklist the device on the network, which prevents others from unauthorized network access when using the blacklisted device.	5		
61	The Solution should also support removing/adding any device in the enterprise network temporarily, then register the device for network access again later.	5		
62	Solution shall support the functionality to force endpoint to reacquire IP addresses that do not support a supplicant or client to generate a DHCP request after a vlan change.	5		
63	The solution should have robust exception handling mechanism where-in default actions can be overridden/known false positives can be by-passed in an automated workflow after required workflow based approvals	5		
64	The propose solution should support Guest on boarding flexibility and should include delegation to guest sponsors, as well as the option for guests to self-register their own devices	5		
65	The solution should identify / alert / Block if high privilege (admin accounts) are used for common operations in place of accessing specific resources.	5		
66	The solution should support all versions of Windows starting from Windows XP, all versions of OS X starting from OS X 10.8 and major Linux versions (CentOS, Debian, Fedora, Red Hat Enterprise Linux, Open SUSE, SUSE Enterprise, Ubuntu, etc.) for complete posture assessment both agent based and agent-less.	5		

S.No.	Description / Specification	Score	Complia nce (Yes/No)	Remarks
67	The solution should be able to identify all network devices such as routers, switches, IOT's devices using factory default or Weak/common credentials as part of IOT Risk Assessment.	5		
68	The solution should support both 802.1X and Non-802.1X Architecture. The support for Non-802.1X Architecture will allow early integration with Bank's existing network infrastructure without the need of any hardware and software upgrades required for 802.1X deployments. The Bank can then take its own time to upgrade the infrastructure to support 802.1x at its own pace and doesn't make it a deterrent to the NAC deployment.	5		
69	The NAC solution should detect endpoint state changes (AV disabled, execution of an unauthorized application, etc.) and perform auto-remediation e.g. it should detect and disable unauthorized dual-homed endpoints. It should be done on a continuous basis rather than waiting for the next authentication event to happen.	5		
70	The Solution should be capable of supporting Bank's IT Infrastructure including Data Center (Virtual or physical environment), IOT & cloud for security risk assessment & incident response. Virtual Machines like VMware, Microsoft, Citrix, etc. should be covered by NAC.	5		
71	The solution should provide complete inventory of applications, processes, Services and open ports on an endpoint.	5		
72	The solution should include remediation actions such as kill processes, run scripts (on Linux, OS X and Windows), set registry keys or disable dual-homed device adaptors.	5		
Integration Capability				
73	Solution should integrate seamlessly with Bank's existing IT infrastructure comprising of routers, switches, firewalls, IPS, various types of WAN links and computers, devices, Operating Systems etc. The proposed NAC solution should integrate with leading Firewall brands such as (Checkpoint, Juniper, Palo Alto Networks, Fortinet, Cisco, Citrix, etc.) to respond rapidly to compromised devices on network to prevent threat propagation.	5		

S.No.	Description / Specification	Score	Compliance (Yes/No)	Remarks
74	The proposed NAC solution should integrate with Enterprise level SIEM solution (QRadar) and Syslog server. The solution should be able to share information using standard protocols (Syslog, CEF) and should allow the SIEM system to send syslog messages to the NAC solution to automatically respond to any endpoint security issues	10		
75	The proposed NAC solution should support, verify authentication and integrate with Microsoft LDAP & Active Directory server.	5		
76	The proposed solution must able to integrate with existing Antivirus solution such as TrendMicro Officescan for Auto- Remediation.	5		
77	The proposed solution must able to integrate with Service Manager Tool such as HPSM or any other ticketing tool for ticketing/workflow/case management	5		
78	The proposed solution must able to integrate with Endpoint Patch management for Auto-Remediation.	5		
79	The proposed NAC solution should integrate with MDM vendors such as Airwatch. The solution should be able to integrate with leading EMM/MDM vendors to provide real-time visibility of unmanaged/agentless mobile devices. In addition, it should also deliver comprehensive information about the managed mobile devices (covering different OS like Android, IOS, etc.) that are connected to the enterprise network. Automatic detection, enrollment, compliance check and policy based access rules regardless of device type.	5		
80	Solution should integrate with RADIUS server for client device authentication and TACACS+ for network device authentication and logging. Overlay component may be added to achieve both functionality.	5		
81	Solution should integrate with the APT solution (FireEye, etc.), allowing it to receive threat information and apply policy-based mitigation actions depending on the severity or priority of the threat	5		
82	The proposed solution should plug-in module to add new security features.	5		
83	The proposed solution should be integrated with Privileged Identity Management (PIM) / Privileged Access Management (PAM) solution (CyberArk, Arcos, etc.) / Identity and Access Management (IDAM) solution (CA, etc.).	5		

S.No.	Description / Specification	Score	Complia nce (Yes/No)	Remarks
	Licensing			
84	Licensing should be based on number of end points / IPs and scalable as per Bank's requirement. The proposed Solution should be licensed wherein all supported features should be available for all IP devices. Licensing (including any third party product for software, hardware, appliance, database) should cover all the features required to deploy the NAC solution.	5		
	Remediation, quarantine and captive portals			
85	The proposed solution should enforce security policies by blocking, isolating, and repairing noncompliant machines in a quarantine area without requiring administrator attention	10		
86	The proposed solution allow administrators to quickly take corrective action (Quarantine, Un-Quarantine, or Shutdown) on risky / compromised endpoints within the network.	5		
87	The proposed solution should support automated remediation system including starting process, killing process, setting registry keys, starting antivirus, update anti-virus, starting windows updates and running custom scripts.	5		
88	The proposed solution should support Help desk and self-service remediation allowing for load reduction for central administrators through end user self-support and automatic remediation.	5		
89	Solution should provide below mentioned mechanism for notification of user credentials to Guest Users - 1)Web Page redirect 2)SMS integration 3)Email	5		
	Software and Support Maintenance			
90	The proposed solution must provide the options of RTF (Return to Factory), ND (Next Day) be supported directly from the manufacturer as part of its general support offerings.	5		
91	The proposed solution must include at least five years maintenance support directly from the manufacturer.	5		

Annexure 12 - Service Levels

Sr. No.	Service Area	Accepted Service Level	Penalty
1	**UP Time of NAC solution or any component there of** (hardware, software, appliances, etc. supplied by selected Bidder). Impact on Production, demanding immediate attention. Leading to the complete disruption of the objective performed by the said solution.	99.995% and above	NA
		99.99% to 97.92%	1%
		97.91% to 95.83%	5%
		Less than 95.82%	10%
2	**Degradation of NAC solution** **-** Slowing down the operations of any component or NAC solution thereof resulting in delayed alerts, responses, report generations, etc.	Response and resolution time of 24 hours after reporting to SI/OEM support.	1% every four hours after the passage of Resolution time of 24 hours. The cap will be **10%.**
3	**Downtime of standby / HA components**	Response and resolution time of 24 hours after reporting to SI/OEM support.	1% every one hour after the passage of Resolution time of 24 hours. The cap will be **10%.**
4	**NAC solution** management – Version / Release/Upgrades / Patches	Bidder to inform Bank team and ensure that all components of NAC – firmware, software, middleware, etc. are updated with latest firmware, patches, upgrades, release, version, etc. as per the Bank policy(N-1).	Penalty of 2% for every fortnight for **not informing** of the Bank of latest versions / release/upgrades/ patch for NAC solution upon its release. • Penalty of 2% for every week for **not informing** of critical security patches of NAC solution. • Penalty of 2% for every week of delayed updating/patching **beyond mutually agreed** upon time schedule for any component of NAC once notified by the Bank. • **Cap of 10%**

Note: All penalties will be calculated based upon TCO component.

Annexure 13 -Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Chief Information Security Officer
Bank of Baroda, Baroda Corporate Centre
Bandra Kurla Complex Bandra (E),
Mumbai 400 051

WHEREAS M/S ………………………………………… (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (BOB) vide their Purchase Order no. ………………………… dated ……………………. (hereinafter referred to as "PO") for ……………………….. ………………………………………………………………………

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. …………………. Dated …………………….. for ……………………… …………………………………………………………………… (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favor for Rs…………………./- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE, ………………………….…………,a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having it's .... Office at ………………………………………………………………………… and a branch interalia at.. India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's address) ....through our local office at .... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We .... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ……............./-(Rupees ……………………………………………………….. only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any

of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs……………/-.(Rupees ………………………………………………… ………………………………………………… only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ……........................... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ……………./-(Rupees…………… …………………………………………………………… only) as aforesaid or extend the period of the guarantee beyond the said .... (date) unless expressly agreed to by us in writing.

5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.

6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

8. Any notice by way of demand or otherwise hereunder may be sent by special courier, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncancelled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.

13. Notwithstanding anything contained herein above;
    a) our liability under this Guarantee shall not exceed Rs. ………………./- (Rupees …………………………………………………only)
    b) this Bank Guarantee shall be valid and remain in force upto and including the date .... and
    c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

14. We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

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

For and on behalf of

Branch Manager
Seal and Address

Annexure 14-Bank Guarantee for early release of retention money

BANK GUARANTEE

(FORMAT OF BANK GUARANTEE)

To

Chief Information Security Officer
Bank of Baroda, Baroda Corporate Centre
Bandra Kurla Complex Bandra (E),
Mumbai 400 051

Dear Sir,

WHEREAS ………………………………………… (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at …………………………………………….., (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (BOB) vide their Purchase Order no. ……………………………… dated …………………………. (hereinafter referred to as "PO") for ……………………… …………………………………………………………………

<details of equipment that supplied to be filled in table>

and it has been agreed that a payment of Rs. ……………/- (Rupees …………………………………… only) will be made to the Bidder representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnesseth that in consideration of BOB agreeing to release a sum of Rs. ……………/- (Rupees ………………………………… only)representing balance 10% of the consideration amount payable to the Bidder in terms of, the said agreement, we ……………………………… (Bank) having our head office at …………………………………………… and amongst other places, a branch at …………………………….. (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of Bidder committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we ……………………….……. (bank) shall on demand, pay BOB without any demur Rs. ……………/- (Rupees ………………………………… only)and notwithstanding any right the Bidder may have against BOB or any disputes raised by the Bidder or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and BOB's written demand shall be conclusive evidence to us that such amount

is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between BOB and the Bidder, indulgence shown to the Bidder by BOB, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the Bidder by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by BOB in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of BOB and save as aforesaid it will be in force until the Bidder complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the Bidder by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, BOB will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the Bidder by operation of law and shall cease only on payment of the full amount by the guarantor to BOB of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the Bidder given or to be given to BOB in respect of the said contract.

8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of BOB that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. ……………/- (Rupees ………………………………… only)

b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) and

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (three months after the date of expiry of the warranty).

d) The guarantor has under its constitution powers to give this guarantee and Shri. …………………… (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this .... day of................ 201 at ....

For and on behalf of........................... (Bank).

Authorized Signatory .... in favor of the Bank

Designation ....

Annexure 15 – Commercial Bid Format

Solu.tion/ Service	Items	OTC (One Time Cost)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
			AMT	AMT	AMT	AMT	AMT	AMT
NAC	Hardware Appliance, in case of appliance based deployment							
	Software Licenses / Support cost (in case of VM based solution – VM will be provided by Bank)							
	Software Licenses / Support cost (for hardware appliance based deployment)							
	License for 65000 end-points							
	Implementation cost (65000 licenses)							
	ATS/AMC							
	Notional License cost for 5000 licenses (If additional license are purchased by the Bank)*							
	Notional Implementation cost for 5000 licenses (If additional license are purchased by the Bank)*							
	Total (A)							
Optional components of NAC	Additional License for 135000							
	Implementation cost (135000 licenses)							
	Total (B)							

Request for Proposal for Supply, Implementation and Maintenance of Network Access Control (NAC) Solution

	Grand Total (A+B)							0

*Order to successful bidder shall be placed on actual number of license requirement of the Bank on pro-rata basis.

Techno-Commercial evaluation shall be carried out based on the **Total (A)** as mentioned in the commercial bid format.

Note:

1. For each of the above items provided the Bidder is required to provide the cost for every line item where the Bidder has considered the cost in BOM.

2. The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the Bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.

3. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

4. All Deliverables and Services to be provided as per requirements specified in the RFP.

5. The cost needs to include for all deliverables, services and other requirement as mentioned in the RFP

6. The Bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost

7. All prices to be in Indian Rupee (INR) only

8. The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except Goods & Service Tax and Octroi /entry tax (wherever applicable) will be paid extra. The Goods & Services tax would be paid by the Bank at actuals. Octroi /entry tax will be paid on actual on production of original receipt.

9. Details of the Bill of material to be provided for HW, appliance, software and additional component if any proposed for the solution along with the commercial bid.

10. Implementation Cost should include Implementation, Installation, configuration of NAC Solution and other activities as defined in the scope of the RFP. The cost should also include training and other needs as detailed in the RFP.

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name

Annexure 16 – Sizing for NAC Solution

- The proposed solution should be a physical appliance / virtual machine deployed in a cluster environment with N+ 1 redundancy.
- High Availability in DC and High Availability in DR.
- The proposed solution must have RAID redundancy (for hard drives), network redundancy (for management network interfaces) and Power-Supply redundancy.
- The proposed solution must have minimum 2 x 1000 GB Ethernet Copper Ports and must have minimum 2 x 10Gigabit Fiber (LC) interfaces.
- The proposed solution must be easily scalable to support monitoring 200000 devices but should initially support health-check / integration of minimum 65000 End-Points. As such, the solution should handle sustained traffic throughput of 10Gbps network throughput.
- The proposed solution must be a purpose built 1RU or 2RU rack-mountable appliance.
- The proposed solution must support onboard retention of logs for a period of minimum 6 months.

Annexure 17 – Integrity Pact

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office 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/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services 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 performing its functions on behalf of the President of India.

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

Enabling the BUYER to obtain the desired said stores/equipment 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 hereto 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, organisation 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.

1.4 In case any such preceding misconduct on the part of such official(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

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

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour , any material or immaterial benefit or other advantage , commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

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

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

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity 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.

2.6 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.

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

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

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

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

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

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

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

3 Previous Transgression

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

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

4 Earnest Money (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in 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 Bank of Baroda

(ii) A confirmed guarantee by an Indian Nationalised Bank other than Bank of Baroda, 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 (to be specified in the RFP).

4.2 The Earnest Money/Security Deposit shall be valid upto a period of seven years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions 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.

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

5   Sanctions for Violations

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

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

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

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

5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, 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 utilised to recover the aforesaid sum and interest.

5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already

made by the BUYER, along with interest.

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

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

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

5.1.9 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.

5.1.10 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.

5.2 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.

5.3 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.

6 Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product / systems or subsystems / services 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 / services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, 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.

7 Independent Monitors

7.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Mr. Shirish Balakrishna Agarkar (email id: agarkar.bob1@gmail.com)

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

7.3 The Monitors shall not be subject to instructions by the representatives of the

parties and perform their functions neutrally and independently.

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

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

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction 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.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

8 Facilitation of Investigation

In case of any allegation of violation of any 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.

9 Law and Place of Jurisdiction

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

10 Other Legal Actions

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

11 Validity

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.

11.1 Should one or several provisions 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.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER   BIDDER

Name of the Officer: Chief Executive Officer

Designation: Department:

Witness   Witness

1. _____   1. _____

2. _____   2. _____